

Preliminary Information Memorandum

For inviting Expression of Interest

for

Strategic Disinvestment of

Bridge & Roof Co. (India) Ltd.

by

Government of India

through the Ministry of Heavy Industries and Public Enterprises

October 2017

(Strictly privileged and confidential)

Transaction Advisors

YES Bank Limited



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YES Bank Limited (“**YES Bank**”) has been retained as the advisor by the Government of India (“**GoI**”) for advising and managing the proposed strategic disinvestment of Bridge & Roof Company (India) Limited (hereinafter referred to as “**B&R**” or “**Company**”), pursuant to an engagement letter signed between Department of Investment and Public Asset Management (**DIPAM**) and Yes Bank on 9th June 2017 (aforesaid proposed strategic disinvestment hereinafter referred to as the “**Transaction**”). This Preliminary Information Memorandum (hereinafter referred to as the ‘**PIM**’) has been prepared by YES Bank for the limited purposes of providing certain information on B&R for enabling the recipients to be apprised of such certain basic details of B&R prior to submission of the Expression of Interest (“**EoI**”) in respect of the Transaction. Unless otherwise specified, the information contained herein is as on 30Sept 2017, and may be subject to material updates, revisions or amendment. Neither GoI, the Company nor YES Bank, undertake to update this PIM. YES Bank has not independently verified any of the information and data contained herein. Neither the GoI, the Company nor YES Bank (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, tortious, 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 YES Bank or GoI or any of their advisors in the course of your evaluation of any transaction involving the Company. Any liability or responsibility of GoI, the Company and YES Bank 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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Bridge & Roof Co. (India) Ltd.
Preliminary Information Memorandum

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Table of Contents

1. Introduction.....	6
1.1 <i>Transaction Background.....</i>	<i>6</i>
2. Information about B&R.....	8
2.1 <i>Background.....</i>	<i>8</i>
2.2 <i>Capital & shareholding pattern.....</i>	<i>9</i>
2.3 <i>Business overview.....</i>	<i>9</i>
2.4 <i>SWOT analysis.....</i>	<i>12</i>
2.5 <i>Order book of B&R.....</i>	<i>13</i>
2.6 <i>Offices of B&R.....</i>	<i>13</i>
2.7 <i>Board of directors & management.....</i>	<i>13</i>
2.8 <i>Employee base.....</i>	<i>14</i>
2.9 <i>Real estate asset holding.....</i>	<i>16</i>
3. Financials.....	17
3.1 <i>Summary financials for the last five years.....</i>	<i>17</i>
3.2 <i>Profit & loss account.....</i>	<i>17</i>
3.3 <i>Balance sheet.....</i>	<i>18</i>
4. Industry outlook.....	18
5. Submission of EoI.....	21
5.1 <i>Transaction process.....</i>	<i>21</i>
5.2 <i>Eligibility criteria.....</i>	<i>23</i>
5.3 <i>Instructions to IB.....</i>	<i>26</i>
5.4 <i>Filing requirements for EoI.....</i>	<i>29</i>
5.5 <i>Disqualification.....</i>	<i>31</i>
6. Annexure I: Group Organogram.....	35
7. Annexure II: Format for Letter of Expression of Interest for a Sole Interested Bidder.....	36
8. Annexure III: Format for Letter of Expression of Interest for a Consortium of Interested Bidders.....	39
9. Annexure IV: Advertisement.....	42
10. Annexure V: Confidentiality Undertaking.....	44
11. Annexure VI: Format for Statement of Legal Capacity for a Sole Interested Bidder.....	54
12. Annexure VII: Format for Statement of Legal Capacity for a Consortium of Interested Bidders.....	56

Bridge & Roof Co. (India) Ltd.
Preliminary Information Memorandum

13. Annexure VIII: Power of Attorney for signing of EoI	59
14. Annexure IX: Special Power of Attorney for signing of EoI for Employee Bid.....	61
15. Annexure X: Eligibility Guidelines	63
16. Annexure XI: Request for Qualification (FORM A)	65
17. Annexure XII: Declaration of Net Worth.....	68
18. Annexure XIII: Declaration of Net Worth by SEBI Registered AIF	69
19. Annexure XIV: Declaration of Profitability	70
20. Annexure XV: Format for Consortium Agreement (In case of Consortium of IBs)	71
21. Annexure XVI: Declaration	75
22. Annexure XVII: Eligibility Guidelines for Employee/Management Bid	76
23. Annexure XVIII: Employee/Management Bid Participation Criteria	78
24. Glossary	80

1. Introduction

1.1 Transaction Background

1.1.1 The President of India holds 99.35% of the entire paid-up equity share capital in Bridge & Roof Co. (India) Limited. (“B&R” or the “Company”) through Ministry of Heavy Industries and Public Enterprises (MoHIPE). The 99.35% shareholding of Government of India (“GoI”) is in the form of fully paid-up 5, 46, 27,155 equity shares of B&R having a face value of Rs 10/- each (“Equity Shares”). Of the remaining 3,60,000 equity shares, 3,57,591 equity shares are held by Balmer Lawrie & Co. Ltd. and 2,409 equity shares are held by eight Individuals (Indian nationals). GoI intends to disinvest its entire equity shareholding held by the President of India through the Department of Heavy Industries and Public Enterprises in B&R along with transfer of management control through a competitive bidding process by way of sale of equity shares (the “Transaction”).

1.1.2 YES Bank Limited (‘YES Bank’) has been appointed by Department of Investment and Public Asset Management (“DIPAM”) as the advisor (“Transaction Advisor”) for the Transaction.

1.1.3 Important Dates for EoI Process

S No	Activity	Date
1	Publication of advertisement and floating of EoI	12 Oct 2017
2	First day of taking queries	12 Oct 2017
3	Last day of taking queries	20 Nov 2017
4	Posting replies to queries as FAQ on websites#	27 Nov 2017
5	Last date for submission of EoI (“Due Date”)	11 Dec 2017
6	EoI opening*	12 Dec 2017

**EoI opening shall mark the start of the evaluation of the EoI from the next business day after Due Date and the same does not mean the day of short listing of EoI.*

PIM and all clarifications will be uploaded on the following websites.

- www.yesbank.in
- <http://dipam.gov.in>
- <http://dhi.nic.in/>
- www.bridgeroof.co.in

You are requested to check the above websites for a reply to your queries.

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

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Bridge & Roof Co. (India) Ltd.
Preliminary Information Memorandum

Clarification: Any queries or request for clarification/additional information concerning this PIM shall be submitted or emailed to Mr. Karandeep Singh, Assistant Vice President at YES Bank, 48, Nyaya Marg, Chanakyapuri, New Delhi - 110021, Email - karandeep.singh3@yesbank.in not later than the date mentioned in this PIM i.e. 20th Nov 2017. The communications shall clearly bear the following identification / title: "**Query: PIM – B&R**".

2. Information about B&R

2.1 Background

- *Inception and history*

Bridge & Roof Co. (India) Ltd. (B&R) was incorporated on 16th January, 1920 with its registered office at Kolkata as a subsidiary of Balmer Lawrie & Co. Ltd.

In 1972, at the time of nationalization of oil companies, Indo-Burma Petroleum Co., which held majority shares in Balmer Lawrie & Co. Ltd. at the time, became a Government Company under the administrative control of Ministry of Petroleum and Natural Gas (MoPNG), and so B&R also came under the administrative control of MoPNG.

On 1st December 1978, the Government of India directly invested in B&R additional equity capital of Rs. 174 Lacs and consequently B&R ceased to be a subsidiary of Balmer Lawrie & Co. Ltd. From that date B&R became an independent Public Sector Enterprise (PSE) under MoPNG.

The administrative control of the Company was transferred to the Department of Heavy Industry under the Ministry of Heavy Industries and Public Enterprises on 23rd June 1986.

Thereafter, the Company became a subsidiary of M/s. Bharat Yantra Nigam Ltd. (BYNL) with effect from 1st April 1987 following the decision taken by the Government of India. As a result, all shares of the Company hitherto held by the Government of India (GoI) were transferred to the Holding Company – BYNL – on that date.

However, consequent to the decision taken by the GoI on 30th April 2008 to wind up BYNL, the equity shares of B&R held by BYNL were transferred to the President of India and BYNL ceased to be the Holding Company of B&R from 6th May 2008.

B&R has since been under the administrative control of Department of Heavy Industry, Ministry of Heavy Industries and Public Enterprises, GoI.

- *Capital restructuring*

Capital restructuring and strengthening proposal of B&R was approved by the GoI through Board for Reconstruction of Public Sector Enterprises (BRPSE) on 2nd September 2005 as follows:

- ✓ Conversion of outstanding GoI loan of Rs. 11.01 crore as on 31st March 2004 into equity
- ✓ Waiver of outstanding interest of Rs. 31.91 crore on GoI loan as on 31st March 2004
- ✓ Provision of plan assistance of Rs. 60.00 crore - 50% as equity and the balance 50% as loan for capital investment

The Capital Restructuring Scheme was successfully implemented and the entire GoI loan along with interest thereon has since been fully repaid by the Company before the due date.

Bridge & Roof Co. (India) Ltd.
Preliminary Information Memorandum

For its stupendous performance post-restructuring, BRPSE awarded B&R the ‘*Turnaround CPSE Award 2010*’ in March 2011, and the Department of Public Enterprises and Indian Chamber of Commerce awarded the Company the ‘*Best Turnaround CPSE of the Year 2011*’ in September 2011.

By virtue of the Company’s consistent performance, B&R was awarded **Miniratna category-I** status by the GoI on 21st September 2010.

2.2 Capital & shareholding pattern

Authorized capital of the Company is Rs. 60 crore consisting of 6 crore equity shares of Rs. 10.00 each. Paid-up capital of the Company as on 15th July 2017, stands at INR 54.98 crore comprising of 5,49,87,155 equity shares of Rs. 10.00 each.

Shareholding pattern of B&R as on 30th Sept 2017:

S. No	Name of Equity Holder	% of Equity Held	Number of Equity Shares held of Rs. 10.00 each	Total Amount (in Rs. Lacs)
1	Government of India	99.35%	5,46,27,155	5,462.72
2	Balmer Lawrie & Co. Ltd.	0.65%	3,57,591	35.76
3	Individuals (Indian)	0.00%	2,409	0.24
	TOTAL	100.00%	5,49,87,155	5,498.72

2.3 Business overview

B&R’s core business is civil, mechanical and structural construction work.

2.3.1 Business divisions

The Company has organized its business operations primarily into two divisions – Projects division and Howrah Works.

- (i) **Project division** – At its Project Division, B&R takes up project contracts across civil construction, mechanical & structural construction, and Lump Sum Turnkey (LSTK)/EPC contracts. Company’s capabilities in these key areas are listed below.

Civil construction capabilities include:

- ✓ Area grading & embankment
- ✓ Piling and soil densification
- ✓ Buildings
- ✓ All types of industrial buildings and utilities
- ✓ Chimneys, prilling towers and silos
- ✓ RCC / prestressed concrete road bridges & flyovers
- ✓ Stadium and sports complexes
- ✓ Airport terminals and runways
- ✓ Civil works for metro stations / structures
- ✓ Ports and jetties

Bridge & Roof Co. (India) Ltd.
Preliminary Information Memorandum

Mechanical & structural construction capabilities include:

- ✓ All welded large diameter steel storage tank for crude & product storage
- ✓ Fabrication and erection of unit piping, yard piping for product, steam, cryogenic and other applications
- ✓ Installation of static and rotary equipment
- ✓ Blast furnace, electrostatic precipitator, heaters and reformer
- ✓ Stainless steel silo
- ✓ Industrial & technological structure
- ✓ Flare stack & steel chimney
- ✓ Loading gantry
- ✓ Steel bridges (railways/roadways)

LSTK/ EPC capabilities: The Company has undertaken LSTK / EPC projects in the following areas with outsourced design and engineering services from various consultants:

- ✓ Heaters in refineries
- ✓ Oil terminals
- ✓ Group gathering station
- ✓ Water treatment plant / pre treatment plant
- ✓ Station piping package
- ✓ Ash water recirculation system
- ✓ Aviation fuel hydrant refueling system

Company has in-house design facilities for hydrocarbon storage tanks up to 79 meter diameter.

PMC services: Building works which include design engineering and detail project report, which are being outsourced, followed by tendering and award of contract and construction supervision till handing over to owner. The deposit works widely entrusted to the Company by different Central government / State government bodies also involve identical activities as PMC.

Major projects executed/under execution by the Company's project division:

- ✓ Ash disposal at 2X500 MW Unit # 1 & 2 at Durgapur Steel Thermal Power Station of Damodar Valley Corporation
- ✓ Area grading and construction of in plant roads for 2 X 800 MW unit at Gadawara STPP of NTPC
- ✓ Construction of bailey type unit bridge for Government of Odisha at various locations
- ✓ Salt Lake Stadium for 1,20,000 spectators at Kolkata for Society for Sports & Stadium
- ✓ RCC deck slab supported on bored pile including pavement for Hooghly River Front Development Work of Kolkata Municipal Corporation
- ✓ Construction of RCC finger jetty with approach at Junglighat in Port Blair for Andaman Harbour Works
- ✓ Civil & structural steel work for balance of turbine island) package for 2 X 700 MW Kakrapar Atomic Power Project (Unit 3&4) of Nuclear Power Corporation of India Ltd. for Dodsai Enterprises Pvt. Ltd.
- ✓ Civil works for power block package for 2 x 660 MW Krishnapatnam Thermal Power Project at Nellore of Thermal Powertech Corporation India Ltd. for BGR Energy Systems Ltd.

Bridge & Roof Co. (India) Ltd.
Preliminary Information Memorandum

- ✓ CW pump house at Sagardighi STPP of West Bengal Power Development Corporation Ltd.
- ✓ Construction of 2000 capacity boys hostels including 1000 capacity dining hall at IIT Kharagpur, West Bengal
- ✓ Construction of WB National University of Juridical Sciences at Salt Lake City, Kolkata
- ✓ Construction of administrative block (G+3), library block (G+2) and 5 nos. academic Block (G+6) Guru Gobind Singh Indraprastha University, Delhi
- ✓ Construction of airport terminal complex building including structural, electrification and finishing item at Kolkata
- ✓ Pre-treatment plant, raw and CW make-up water system package for Rihand Super Thermal Power Project Stage-II of National Thermal Power Corporation Ltd.
- ✓ Clariflocculator with bridge at raw water treatment plant for IPCL at Dahej
- ✓ PSC bridge 4 lane bridge at Karnal on NH-1 including design for PWD/Haryana
- ✓ Construction of flyover across NH-2 at DSP main gate junction
- ✓ Bridge over Sheonath river at Bilaspur for South Eastern Railway
- ✓ Bridge over Mahananda river for Indian Railway
- ✓ Regirdering of 7 spans X 45.70 metre each of Diana Bridge for Northeast Frontier Railway
- ✓ Double deck floating roof tank, 79 m Dia. X 13.5 m Ht. at Mundra of M/s. IOCL
- ✓ Steel storage tanks at Kanpur terminal of HPCL
- ✓ Automatic rim seal fire protection system for external floating roof tanks for IOCL, BPCL & HPCL at various locations
- ✓ Offsite piping at Mangalore Refinery & Petrochemicals Ltd
- ✓ Erection of two coke drums of 575 MT at DCU, CPCL, Chennai Site by Main crane 1250 MT capacity and tailing crane 550 MT
- ✓ Civil & structural work for power block unit at 2X500 MW Unit # 1 & 2 at Durgapur Steel Thermal Power Station of Damodar Valley Corporation at Andal
- ✓ LD Converters for Visakhapatnam Steel Plant 6.3 MTPA expansion project of Rashtirya Ispat Nigam Ltd.
- ✓ Civil & structural works in potline area at BALCO Korba
- ✓ Turnkey Construction of 3 Nos. Non-IFP heater in Panipat Refinery Project of IOCL, for hydrotreater reactor, reboiler & Stabilizer reboiler

(ii) **Howrah works:** At its Howrah workshop, B&R manufactures the following products:

- ✓ Bailey type unit bridges
- ✓ Railway wagons
- ✓ All types of light, medium and heavy steel structures
- ✓ Steel bridges for railways and roadways
- ✓ Bunk house

2.3.2 Quality Certification

Bridge & Roof Co. (India) Ltd. is a construction company whose storage tank construction has been accredited with ISO-9001:2008 certificate from M/s DNV, Holland.

Bridge & Roof Co. (India) Ltd.
Preliminary Information Memorandum

B&R has also been accredited with an ISO-9001:2008 Certificate for Design, Manufacture and Supply of Bailey Bridge, Manufacture and Supply of Railways Wagons and Bunk House being manufactured at its Howrah Workshop.

2.3.3 Markets & marketing arrangements

B&R generates new contracts by participating in competitive bidding. Competitive bids are submitted against tender enquiry and on becoming the lowest bidder; the company is awarded the job. In addition, the company is awarded work on nomination basis by the state governments.

The business development team of the Company is led by Director (Project Management) assisted by heads of various departments and the marketing team.

2.4 SWOT analysis

<p>Strengths</p> <ul style="list-style-type: none"> ✓ Eight decades of experience with established client base ✓ Pan India presence with 3 zonal offices and 100+ Project Sites ✓ Expertise in executing construction work in refineries, power plants, industrial complex, buildings, etc. ✓ Experience in executing projects in remote areas of the North-East and Jharkhand ✓ Orders in Hand of Rs 4,140.48 crore at the end of FY17 ✓ The Company has technical and professional expertise and capability to execute work through its own labour contractors 	<p>Weaknesses</p> <ul style="list-style-type: none"> ✓ Attracting and retaining talent is a concern due to high competition from the private sector ✓ Projects in which mobilization advance is not paid require initial financing ✓ Delay in payment by clients ✓ Project time over-run at times due to inadequate inputs such as work fronts, drawings and material from clients in time without being compensated. ✓ Contract management – clients’ push for terms and conditions which are favourable to them resulting in delayed settlement / denial of genuine extra claims.
<p>Opportunities</p> <ul style="list-style-type: none"> ✓ Increasing focus of the Government of India on infrastructure with development work in border areas and in the North-East ✓ Opportunity to diversify in new areas such as real estate, waste management projects etc. ✓ Construction activities in SMART cities 	<p>Threats</p> <ul style="list-style-type: none"> ✓ Stiff competition from other PSUs and private players, leading to shrinking margins ✓ Reduction in business on nomination basis ✓ Excluding Counter Guarantees given to banks of Rs. 1270 crore, B&R has contingent liabilities of approximately Rs 80.37 crore at the end of FY16 that can have a negative impact on valuation if such liabilities materialize

2.5 Order book of B&R

B&R has booked orders as under during the last few years:

S. No	Year	Value of orders booked during the year (in INR Crore)	Orders in hand at the end of year (in Rs Crore)
1	FY 2012-13	1601.58	2403.80
2	FY 2013-14	2491.69	3450.88
3	FY 2014-15	1704.59	3209.23
4	FY 2015-16	2249.48	3699.62
5	FY 2016-17	2290.85	4140.48

Of the total order book mentioned above, the portion corresponding only to the Howrah Works division of the Company is mentioned below:

S. No	Year	Value of orders booked (in Rs Crore)
1	FY 2012-13	23.37
2	FY 2013-14	91.23
3	FY 2014-15	127.19
4	FY 2015-16	77.80
5	FY 2016-17	45.25

2.6 Offices of B&R

B&R's registered and corporate office is in Kolkata with zonal offices in Delhi, Mumbai, and Chennai, and regional offices in Vadodara and Bhubaneswar. The Company also has workshop facilities at Howrah, West Bengal.

The address of the Company's registered/corporate office is as under:

5th Floor, Kankaria Centre
 2/1, Russel Street
 Kolkata – 700 071

2.7 Board of directors & management

Table – Composition of board of directors as on 30th Sept 2017

S. No	Name	Designation
1	Shri Debasis Jana	Chairman & Managing Director
2	Shri Saugata Mitra	Executive Director
3	Shri Sain Singh Rawat	Executive Director
4	Smt. Ritu Pande	Part time Official Director
5	Shri Arvind Kumar	Part time Official Director
6	Shri Kedarashish Bapat	Part time Non-Official Director

Bridge & Roof Co. (India) Ltd.
Preliminary Information Memorandum

Table – Composition of senior management as on 30th Sept 2017

S.no	Name	Designation	Past Experience
1	Shri Debasis Jana	Chairman and Managing Director (Additional Charge)	Appointed as Chairman and Managing Director (Additional Charge) w.e.f. 13-09-2017
2	Shri Sain Singh Rawat	Director (Project Management)	Appointed as Director (Project Management) in B&R in June 2016, Shri SS Rawat has executed many small and big civil projects during a career spanning 24 years in SAIL. Worked in Project Management, Contract Management, Purchase, among others. Worked as Project Manager for the Civil and Structural packages for 1.00MT new Plate Mill in Rourkela Steel Plant. From Jun'11 onwards worked as Technical Advisor to Executive Director (Projects), Rourkela Steel Plant responsible for monitoring and control of Rs.12, 000 crore expansion plan of SAIL, Rourkela Steel.
3	Shri Saugata Mitra	Director (Finance)	Has served for 25+ years at Bridge & Roof, starting from Asst. Accounts Officer, and rising through the ranks to be appointed as Director (Finance) in September 2013

2.8 Employee base

B&R has a total of 1,280 permanent employees as on 1st July 2017. Break-up of the permanent employees by qualification level is shown below.

S. No	Qualification Level	Number of Employees	% of Total Permanent Employee Strength
1	Graduate Engineer	334	26.09%
2	Diploma Engineer	319	24.77%
3	CA	6	0.47%
4	ICWA	5	0.39%
5	CS	1	0.08%
6	MSW/DSW/PGD in HR	4	0.31%
7	LLB	2	0.16%
8	General Graduate	211	16.48%
9	Under Graduate	74	5.78%
10	Matriculation	98	7.66%
11	Under Matriculation	226	17.66%
	Total	1280	100.00%

Bridge & Roof Co. (India) Ltd.
Preliminary Information Memorandum

B&R also has 2,311 contractual employees as on 1st May 2017. In addition, as the Company executes projects at different locations across India, it hires services of around 18,500 skilled and unskilled workforce through labour contractors and sub-contractors, depending on the nature and duration of the project. Organogram showing management structure of the Company is shown in Annexure I.

Bridge & Roof Co. (India) Ltd.
Preliminary Information Memorandum

2.9 Real estate asset holding

A summary of B&R properties under free hold land/property is shown below.

S. No	Location	Detail	Mutation in PSE Name	Under Encroachment	Whether part of transaction
1	B&R, Howrah Works, Howrah	5.535 Hectares	Yes	Nil	Yes
2	50, Chanditala Lane, Kolkata – 40	3 Flats – 750 sq. ft. each 3 Flats – 1000 sq. ft. each	Yes	Nil	Yes
3	Aradhana Co. op. Housing Society Ltd. Chembur, Mumbai-71	1 Flat – 582 sq. ft.	Yes	Nil	No
4	Maitri Park Co-op. Housing Society Ltd. Chembur, Mumbai-71	1 Flat – 1003 sq. ft.	Yes	Nil	No

A summary of B&R properties under lease hold land/property is shown below.

S. No	Location	Detail	Period of Lease	Under Encroachment	Whether part of transaction
1	B&R Kalambali Ware house, Raigad, Maharashtra	3303.80 sq. mtr.	60 years w.e.f. 10 th Dec 1985	Nil	Yes
2	IOCL Housing Complex Noida, Uttar Pradesh	1 Flat – 1300 sq. ft. 1 Flat – 950 sq. ft.	90 years w.e.f. 30 th Jul 1983	Nil	No
3	B&R House, Nerul, Navi Mumbai	27 Flats - 2100.90 sq. mtr.	60 years w.e.f. 29 th Oct 1990	Nil	No
4	Sanjog Co-op. Housing Society Ltd. Vashi, Navi Mumbai-7	2 Flats – 710 sq. ft. each	60 years w.e.f. 23 rd Mar 1983	Nil	No

Pari Passu first charge lies to lenders on all land and fixed assets of the Company both present and future.

3. Financials

3.1 Summary financials for the last five years

Parameter (in Rs Crore)	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017
Gross Turnover	1,321.32	1,384.65	1,434.03	1,710.18	1,751.33
Profit Before Tax (PBT)	56.03	16.96	17.89	5.03	27.25
Profit After Tax (PAT)	38.40	10.61	12.00	2.65	16.37
Order Booking During the Year	1,601.58	2,491.69	1,704.59	2,249.48	2,290.85
Orders in Hand at end of Year	2,403.80	3,450.88	3,209.23	3,699.62	4,126.06

3.2 Profit & loss account

Amount in INR Crore	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017
REVENUE						
Revenue from operations	1261.91	1318.94	1380.37	1431.59	1708.76	1747.45
Other Income	3.20	2.38	4.28	2.44	1.42	3.88
Total Revenue	1265.11	1321.32	1384.65	1434.03	1710.18	1751.33
EXPENSES						
Cost of materials consumed	274.65	319.45	313.17	369.91	375.91	410.34
Employee benefits expense	99.16	106.96	122.54	131.62	177.93	192.64
Other expenses	791.62	798.56	891.85	883.98	1121.06	1093.26
Total Expenses	1165.43	1224.97	1327.56	1385.51	1674.90	1696.24
EBITDA	99.68	96.35	57.09	48.52	35.28	55.09
Finance costs	16.04	18.21	21.01	17.43	21.60	20.12
Depreciation	15.34	22.10	19.12	13.20	8.65	7.72
Profit Before Tax	68.29	56.03	16.96	17.89	5.03	27.25
Tax expense:						
Current Tax	23.38	20.42	7.17	6.51	3.11	10.13
Deferred Tax	-1.22	-2.78	-1.40	-1.92	-1.11	-0.43
Tax Adjustment relating to Previous year	0.33	0.00	0.58	1.30	0.38	1.18
Total Tax	22.50	17.64	6.35	5.89	2.38	10.88
Profit for the year	45.80	38.40	10.61	12.00	2.65	16.37

Bridge & Roof Co. (India) Ltd.
Preliminary Information Memorandum

3.3 Balance sheet

Amount in INR Crore	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017
EQUITY AND LIABILITIES						
Shareholders' Fund	257.20	292.39	299.78	309.98	312.63	323.09
Share Capital	54.99	54.99	54.99	54.99	54.99	54.99
Reserves & Surplus	202.22	237.40	244.79	254.99	257.65	268.10
Non-current Liabilities	40.35	53.07	58.52	56.31	64.02	64.68
Long term Liabilities	23.77	33.66	38.83	34.97	37.68	33.31
Long term Provisions	16.59	19.41	19.69	21.34	26.35	31.37
Current Liabilities	928.02	996.88	1009.23	1144.76	1367.15	1248.50
Short-term borrowings	45.25	73.95	87.16	104.31	129.62	128.42
Trade payables	629.12	602.68	647.33	646.00	664.47	667.42
Other current Liabilities	223.68	293.52	264.41	383.15	565.95	432.72
Short-term Provisions	29.96	26.73	10.34	11.30	7.11	19.94
Total Equity & Liabilities	1225.57	1342.34	1367.53	1511.05	1743.80	1636.27
ASSETS						
Non-current Assets	75.65	85.66	73.51	65.63	59.12	58.48
Fixed assets - Tangible assets	64.74	73.25	59.68	48.93	41.88	40.20
Deferred tax assets	9.63	12.41	13.82	15.81	16.93	17.36
Long-term Loans and Advances	1.27	0.00	0.01	0.89	0.31	0.92
Current Assets	1149.92	1256.67	1294.02	1445.42	1684.69	1577.79
Inventories	53.59	62.47	72.76	88.28	68.93	52.70
Contracts-in-Progress	642.24	728.49	662.01	673.85	695.02	728.87
Trade receivables	7.03	4.46	3.93	1.14	18.90	17.02
Cash and cash equivalents	23.03	19.32	55.12	55.51	142.04	86.38
Short-term loans and advances	392.16	407.02	457.69	564.77	672.49	602.99
Other current assets	31.88	34.92	42.50	61.87	87.31	89.83
Total Assets	1225.57	1342.34	1367.53	1511.05	1743.80	1636.27

Contingent Liabilities as on 31st Mar 2017

- Counter-Guarantee of Rs 1029.31 crore given to the Banks in respect of Guarantees given by them to the clients on behalf of the Company.
- Claims not acknowledged as debt amounting to Rs 71.14.crore in respect of Sales Tax, Service Tax & Income Tax. The Company has filed petition before the Appropriate Appellate Authority which is still pending.
- Dispute with Consolidated Contractors Company W.L.L (Kuwait) for an amount of Rs 12.65 crore pending as arbitration proceedings to be taken up with Kuwait Chamber of Commerce formally.

4. Industry outlook

According to India Brand Equity Foundation (IBEF), the government has targeted an investment of Rs 25 lac crore in infrastructure sector over a period of three years, which will include Rs 8 lac crore for developing 27 industrial clusters and an additional Rs 5 lac crore for road, railway and port connectivity projects. According to IBEF publications, the Indian real estate market is expected to touch US\$ 180 billion by 2020, representing a compounded annual growth rate (CAGR) of 11.2% in the period FY 2008-2020.

Key industry characteristics

- **Fragmented industry structure** – The industry has low entry barriers and limited capital requirement to set up an EPC or PMC company, enabling several small companies to start business by hiring engineers required to carry-out business activities. The industry consists of both private and government players with government entities largely set up to cater to infrastructural requirements of the country.
- **Low working capital requirements** – PMC industry has a negative working capital cycle as advance is received for execution of construction from the party awarding the contract while payments are released to EPC companies for construction on achieving milestones.
- **High intensity of competition** – Due to presence of several small companies which house talented pool of engineers, competition is intense. However, as bidding remains the preferred way of choosing a contractor, competition can be limited by way of putting minimum qualifying criteria, (in the form of financial health of the company, years of experience, order book size, sector experience, among others) while inviting bids. Further, in many cases, government agencies award work on nomination basis to government owned PMC and EPC companies.
- **Susceptible to external environment** – The completion of a project is often subject to receiving multiple approvals from several central and state regulatory bodies such as pollution boards, airport authority, ministry of environment, ministry of forest, etc. Receiving such approvals in a timely manner is a major hurdle for most projects. Further, land acquisition also poses a problem at times, leading to stalling of the project.

Major growth drivers of industry for B&R

B&R is likely to benefit from specific missions of the Central Government that aim to increase the highways network, expand power generation capacity, address housing shortage and upgrade several cities to SMART cities. As B&R is an execution agency of industrial & construction projects involving civil and structural work across water supply and environment, housing, roads, hospitals & institutional buildings, hydro and thermal power plants, it would likely see a steady flow of contracts which will keep its order book and financial statements robust.

- **Expansion in power generation capacity** – Power demand is expected to grow at a healthy pace in the next five years driven by economic revival, improving discom financials and augmentation of Transmission & Distribution (T&D) infrastructure. This rising power demand will in turn drive growth in power generation capacity across wind, hydro, coal and solar, among others.
- **Pradhan Mantri Awas Yojana (PMAY)** – Housing for All by 2022 – Launched on 25th June 2015, PMAY anticipates construction of 2 crore housing units till 2022 in the economically weaker section (EWS) and low-income group (LIG) segments. The RBI is assisting this mission by offering interest rate subvention of housing loans for such housing units. The scheme will be implemented in three phases:
Phase 1 – April 2015 to March 2017 to cover 100 cities selected from states/urban territories
Phase 2 – April 2017 to March 2019, to cover additional 200 cities

Bridge & Roof Co. (India) Ltd.
Preliminary Information Memorandum

Phase 3 – April 2019 to March 2022, to cover all other remaining cities

- **Smart cities mission** – In June 2015, Ministry of Urban Development laid down the guidelines for formulation, approval and execution of projects under the Smart City Mission which will cover 100 cities by 2019-20. This will help attract investments which shall be deployed into construction activities such as real estate development, roads, water supply and sanitation.
- **Highways network expansion** – The Central government is aiming to grow the 4/6-lane Highways network in India by expanding the current 2-lane network. Recent models such as the Hybrid Annuity Model (HAM), which reduce risk taken by developers compared to the Build-Operate- Transfer (BOT) model, will also give a boost to road construction. At the same time, the government is aiming to increase the rate of road construction in terms of kilometres constructed per day. This focus of the central government would provide opportunities for several infrastructure companies including B&R to grow their order book.
- **Rising Gross Capital Formation in Infrastructure (GCFI)** – GCFI has steadily grown in India driven by rising investments in infrastructure across roads, ports, power generation, urban infrastructure, water treatment and sanitation. GCFI's share in GDP has also grown over the years. Looking ahead, with steady GDP growth forecasts and continuing investments in India's infrastructure driven by proactive policy making, opportunities for EPC/PMC contracts will continue to grow.

5. Submission of EoI

An Interested Bidder may participate in this transaction either as a sole bidder or by forming consortium as detailed out herein (“**IB**”), by submitting an EoI. Details regarding the Transaction process, list of important documents to be submitted along with the EoI, eligibility criteria for the IB, disqualification of the IB and other general instructions have been shared in the following sections.

5.1 Transaction process

5.1.1 An advertisement has been issued in the newspapers inviting IB to submit its EoI (as per the format in Annexure II or Annexure III, as applicable) to participate in the Transaction. A copy of the advertisement is enclosed as Annexure IV.

5.1.2 The process for the Transaction has been divided into two stages, namely Stage I and Stage II as follows:

Stage I:

- a. Through this PIM, the GoI is providing the IB with instructions for submitting their EoI, which would be used for prequalifying the IB in accordance with the criteria specified to proceed with the Transaction.
- b. Following receipt of PIM, IB will be required to respond with the EoI (as per the format in Annexure II for sole IB and as per the format in Annexure III for a consortium) as detailed in this PIM along with a non-refundable fee of Rs. 5,00,000 (rupees five lac). It may please be noted that this fee will not be refunded even in case the Transaction is called-off by the GoI.
- c. The EoI will be evaluated based on the Eligibility Criteria and Disqualification conditions detailed in this PIM.
- d. Only IBs shortlisted in Stage I shall be allowed to participate in Stage II.

Stage II:

- a. Based on the evaluation of the EoIs submitted in Stage I, the shortlisted IB will be provided with Request for Proposal (“**RFP**”) and a Confidential Information Memorandum (“**CIM**”), which shall provide further details of the Company and the Transaction subject to the IB entering into a Confidentiality Undertaking as enclosed in Annexure V.
- b. The shortlisted IB proceeding to Stage II will be given access to the data room to review documents pertaining to the Company for conducting due diligence on the Company.
- c. The formats and formalities related to RFP will be conveyed in due course as the Transaction progresses.
- d. Details of the IB finally selected as the highest bidder post opening of financial bid, shall be shared for security clearance, conditional to which the transaction shall proceed further. In case the highest bidder is disqualified; then the 2nd highest bidder will be considered for security

Bridge & Roof Co. (India) Ltd.
Preliminary Information Memorandum

clearance only if it agrees to match the price offered by the highest bidder. This process will continue till the bidder matching the 1st highest bidder's offer gets security clearance.

5.1.3 The contents of the PIM are as follows :

- Transaction Background
- Information about B&R
- Financials of B&R
- Industry Outlook
- EoI Submission Process
 - Transaction Process
 - Eligibility Criteria
 - EoI Instructions to IB
 - Filling requirements for IB
 - Disqualification
- Annexure I: Group Organogram
- Annexure II : Format for EoI submission for sole IB
- Annexure III: Format for EoI submission for an IB as a consortium
- Annexure IV: Advertisement
- Annexure V: Confidentiality Undertaking
- Annexure VI: Statement of Legal Capacity for Sole IB
- Annexure VII: Statement of Legal Capacity for IB as a consortium
- Annexure VIII: Power of Attorney
- Annexure IX: Special Power of Attorney for Employee Bid
- Annexure X: Eligibility Guidelines
- Annexure XI: Request for Qualification (Form A)
- Annexure XII: Declaration of Net Worth
- Annexure XIII: Declaration of Net Worth for SEBI Registered AIFs
- Annexure XIV: Declaration of Profitability
- Annexure XV: Consortium Agreement
- Annexure XVI: General Declaration
- Annexure XVII: Eligibility Guidelines for Employee/Management Bid
- Annexure XVIII: Employee/Management Bid Criteria

5.1.4 This PIM along with annexures shall be available on the following websites :

- www.yesbank.in
- <http://dipam.gov.in>
- <http://dhi.nic.in/>
- www.bridgeroof.co.in

5.1.5 The Transaction will be subject to applicable statutory and regulatory restrictions and approval requirements.

5.1.6 This PIM does not constitute any commitment on the part of GoI or any of their respective officers, employees, advisors or agents, whether in respect of the disinvestment process or otherwise. This PIM and invitation for submission of EoIs neither confers any right nor expectation to any other subsequent additions and modifications thereof.

5.1.7 GoI reserves the right to withdraw from the Transaction or to accept or reject any or all offers at any stage of the Transaction and/or modify the process or any part thereof or to vary any terms at

Bridge & Roof Co. (India) Ltd.
Preliminary Information Memorandum

any time without assigning any reason whatsoever. In such an event no financial obligation whatsoever shall accrue to GoI or any of their respective officers, employees, advisors or agents.

- 5.1.8 All costs associated with the due diligence, site visits, and preparation and submission of the EoI will be borne by the respective IB. The Transaction Advisor/GoI shall not, under any circumstances be responsible or liable for any such costs, whether direct, incidental or consequential.
- 5.1.9 A site visit may be scheduled to facilitate the shortlisted IB in its assessment of the Company at the discretion of the GoI. The modalities related to the visit and due diligence will be communicated to the shortlisted IB in due course.
- 5.1.10 The shortlisted IB(s) shall carry out their own due diligence, independent assessment and appraisal of the Company and the Transaction. The GoI or their respective consultants, agents, officials, advisors and employees make no representations, in relation thereto shall not be liable in any manner whatsoever.
- 5.1.11 EoI is liable to be rejected by GoI if IB fails to meet the eligibility criteria as specified in section titled 'Eligibility criteria' and/or are disqualified in accordance with the conditions specified in section titled 'Disqualification' in this PIM or for any other reason deemed fit, or even without assigning any reason whatsoever.
- 5.1.12 The GoI and TA reserve the right to call for any additional document/information from the IB, which may be considered necessary without any liability to the Company/GoI. GoI reserves the right to modify/postpone/cancel or call off the proposed Transaction or the process specified herein without assigning any reason whatsoever.
- 5.1.13 **Enquiry:** GoI and B&R and its respective advisors reserve the right, in their sole discretion, not to respond to any questions raised or provide clarifications sought, in their sole discretion. Nothing in this section shall be taken or read as compelling or requiring the GoI and B&R or its advisors to respond to any question or provide any clarification. No extension of any time and date referred to in this PIM shall be granted on the basis or grounds that the GoI and B&R or its advisors has not responded to any question or provided any clarification.
- 5.1.14 The GoI, B&R, YES Bank or its advisors 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 PIM or the EoI process, including any error or mistake therein or in any information or data given by the advisors.

5.2 Eligibility criteria

- a. **Incorporation:** IB must be an incorporated entity or a company, whether registered or incorporated in India/outside, which is eligible to invest in India under the laws of India (subject to such IB obtaining all statutory approvals from GoI, RBI etc. as applicable) either as a sole bidder or as a part of consortium.
- b. Apart from the IB's which satisfy the above criteria, Alternative Investment Funds (AIF) registered with Securities and Exchange Board of India (SEBI) as per SEBI (Alternative

Bridge & Roof Co. (India) Ltd.
Preliminary Information Memorandum

Investment Funds) Regulations, 2012 which are eligible to invest in India under the laws of India (subject to such parties obtaining all statutory approvals from GoI/FIPB/RBI etc. by themselves) as part of a consortium.

- c. Central Public Sector Enterprises (CPSEs) or Central Government owned Cooperative Societies i.e. entities where the direct holding of the Central Government or of other CPSEs is 51% or more or as defined and classified by the Department of Public Enterprises/Government from time to time shall not be allowed to bid, unless a proposal is brought up for consideration of the Core Group of Secretaries on Disinvestment (CGD) by GoI, if desirable in public interest
- d. **For Employee/Management Bid:** As per the Circular No. 4/38/2002/DD-II dated April 25, 2003 (“Employee Guidelines”) which is annexed as Annexure XVII, employees of B&R (“Employees”) are permitted to participate in the Transaction as Interested Bidders either (a) directly and independently (“Direct Employee Participation”) or (b) by forming of a consortium (“Employee Consortium”) and subject to the criteria as shared in Annexure XVIII.

5.2.1 Financial Capability:

- a. Net worth criteria for IB(s) falling under Clause 5.2 (a)

IB must have, on a consolidated basis, Net Worth equal to or in excess of Rs. 500.00 crore as per audited financial statement ending 31st March 2017. The definition of Net Worth is as follows and is as per Clause 57 of Section 2, Companies Act, 2013:

Net Worth = Aggregate value of the paid-up share capital + all reserves* created out of the profits and securities premium account – aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off

*Reserves created out of revaluation of assets, write-back of depreciation and amalgamation are not to be included

- b. Net worth criteria for Securities and Exchange Board of India (“SEBI”) registered Alternative Investment Funds (“AIF(s)”) shall be defined as following:

SEBI registered AIFs which participate as member of the consortium, should meet the financial capability criteria in clause 5.2.2 (e) and 5.2.2 (f).

Net worth shall be substituted by Maximum Permissible Investment Limit for that particular AIF (as per SEBI (Alternative Investment Funds) Regulations, 2012) in a single investee entity.

For AIFs: The Maximum Permissible Investment Limit would be considered as per independent chartered accountant/ statutory auditor’s certificate not older than 3 months from the date of PIM.

- c. Net worth for employee bids shall have to satisfy criteria in clause 5.2.1 (a) or Clause 5.2.2 (e) and (f) (in case they participate as a consortium).

Bridge & Roof Co. (India) Ltd.
Preliminary Information Memorandum

- d. The net worth of employees shall only be ascertained through a single certificate from a chartered accountant practicing in India, containing the names and net worth of each of the participating employees. The same should not be older than 3 months from the date of the PIM.
- e. Net worth of non employee members of the employee consortium, shall be ascertained through Clause 5.2.1(a) and 5.2.1 (b). For other entities, which do not fall under the Clause 5.2 (a), (b) and (c), shall be ascertained through a certificate from a chartered account practicing in India/statutory auditor. (For each such member separate certificate shall be required). The details as per the certificate should not be older than 3 months from the date of the PIM.
- f. All IB(s), which fall under clause 5.2 (a) (excluding employees, SEBI Registered AIF(s)), need to have reported a positive PAT (on consolidated basis) in the last 3 out of 5 financial years.

5.2.2 For a consortium bid: Consortium of IBs (Consortium) may also participate in the Transaction. The specific eligibility criteria for the consortium is as follows

- a. All consortium members should meet the eligibility criteria as mentioned in Clause 5.2 (a), (b), (c), and (d); and
- b. The consortium shall not have more than one lead member; and
- c. A consortium cannot change its composition post the submission of the EoI. Any such changes may lead to the disqualification of the IB; and
- d. In case of EoI by a Consortium, the Consortium shall incorporate a Special Purpose Vehicle (“SPV”) in India/under the laws of India, once finally selected to enter into the definitive agreements. The shareholding of the SPV shall be the same as the shareholding of the Members in the Consortium; and
- e. For a Consortium, the combined Net Worth of the constituent entities of the consortium must meet the eligibility criteria mentioned above in Clause 5.2.1 (a), in the following manner ; and
 - (a) Net worth in case of a Consortium should be calculated as ((% equity contribution of member 1 * Net Worth of member 1) + (% equity contribution of member 2 * Net Worth of member 2) + (% equity contribution of member 3 * Net Worth of member 3)).
- f. The lead member of the Consortium should have, on a consolidated basis, Net Worth (as per audited financial statement ending 31st March 2017 or as per other documents, which are applicable) equal to or in excess of 51% of the net worth criteria mentioned in Clause 5.2.1 (a); and
- g. Minimum stake requirement in the Consortium/SPV:

Bridge & Roof Co. (India) Ltd.
Preliminary Information Memorandum

- i. **Each Member of the Consortium:** Each Member of the Consortium shall hold at least 20% equity share capital of the SPV/ company promoted or to be promoted by the members of the Consortium for acquiring the GoI stake being disinvested in the Company.
- ii. **Lead Member:** Lead Member shall hold at least 51% equity share capital of the SPV/ company promoted or to be promoted by the members of the Consortium for acquiring the GoI stake being disinvested in the Company.

All IB(s) (including bidders participating as a consortium) please refer Clause 5.3.20, with regards to the lock in of the shareholding, if finally selected to enter into definitive agreement.

Provided that, in the event the IB does not have audited financial statements as on March 31, 2017, the IB shall provide a certificate of Net Worth as per the provisional financial statements by its Statutory Auditor.

Also, 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 (as stipulated by Reserve Bank of India) prevailing on the dates(s) of such financial statement.

The IBs shall ensure that they are permitted to invest under applicable laws to the extent they propose to participate

5.3 Instructions to IB

- 5.3.1 Each IB must provide with the EoI a Statement of Legal Capacity (as per the format in Annexure VI or Annexure VII, as applicable), duly executed by its authorised official/ representative that it has the requisite corporate authorisation to submit the EoI and that all information provided in the EoI is complete and accurate in all material respects to the best of their knowledge.
- 5.3.2 Each IB must provide with the EoI a Power of Attorney (as per the format in Annexure VIII or Annexure IX as applicable).
- 5.3.3 Each IB (in case of a consortium, for each member of its consortium) must provide with the EoI, completely filled Form A (as per the format in Annexure XI), along with the other requisite information as detailed below
 - a. Memorandum and Articles of Association or other Constitution Documents; and
 - b. A certificate duly signed by the company Secretary/any other officer in charge of legal affairs stating that the IB is eligible to participate in the proposed Strategic Sale as per its Memorandum and Articles of Association (or any Constitution Document); and
 - c. Audited financials and annual reports for the last three financial years; and

Bridge & Roof Co. (India) Ltd.
Preliminary Information Memorandum

- d. If the interested party is a foreign company, specific list of statutory approvals from the Government of India/ the Reserve Bank of India applied for/ to be obtained/ awaited; and
- e. Details of shareholding pattern with summary certification of the shareholding and identity of natural persons who are ultimate beneficiary owners; and
- f. A brief profile write – up of the IB (in case of a consortium, for each member of the consortium) containing details related to IB’s; and
 - o Business history and growth
 - o Business Areas and Activities
 - o Brief commentary on the capability of the IB as demonstrated , inter alia, in its past track record to run its own business
- g. List of board of directors and senior management along with the organization structure and a brief summary certified by the company secretary/any other official in charge of legal affairs; and
- h. A brief summary of the roles and responsibilities of the directors and key management personnel duly certified by the company secretary/any other official in charge of legal affairs. Also in case of a consortium, please give in brief the role/interest of each member of the consortium; and
- i. The names and addresses of the companies and 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; and
- j. Brief write up of the IB of its international operations, joint ventures / alliances (whether international or domestic), nature and size of such operations, equity ownership, if applicable, copies of the audited accounts for the last one year of such companies; and
- k. Details of all outstanding litigations; and
- l. Details of all contingent liabilities that, if materialised, that have or 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 Interested Bidder, or other similar business combination or sale; and
- m. Certificate from a chartered accountant/ statutory auditor certifying the net worth (as per format in Annexure XII or Annexure XIII or as applicable); and
- n. Declaration of profitability (if applicable) duly signed by the chartered accountant/statutory auditor as per Annexure XIV; and
- o. Commencement certificate; and

Bridge & Roof Co. (India) Ltd.
Preliminary Information Memorandum

- p. Other requisite information as required in FORM A (Annexure XI) such as and not limited to full name, address, telephone and facsimile numbers, e-mail address and the names and the titles of the persons who are the principal points of contact.
- 5.3.4 Each IB must provide with the EoI a Confidentiality Undertaking (as per the format in Annexure V).
- 5.3.5 For SEBI Registered AIF(s) (which participate in the bid, as part of the consortium), fund to provide Annexure XIII, certifying its net worth.
- 5.3.6 If an IB is a consortium than it must provide with the EoI the consortium agreement (as per the format in Annexure XV).
- 5.3.7 Each IB (in case of a consortium, by each member of the consortium) must provide with the EoI a Declaration (as per the format in Annexure XVI).
- 5.3.8 For employee/management bid, net worth certificate from a statutory auditor/chartered accountant practicing in India, to be provided as applicable.
- 5.3.9 Notwithstanding anything to the contrary contained in this PIM, the detailed terms specified in the definitive agreements (including Share Purchase 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.
- 5.3.10 **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 New Delhi.
- 5.3.11 **Amendment to PIM:** At any time prior to the Due Date, GoI may, for any reason, whether at its own initiative or in response to clarifications requested by any IB modify the PIM by the issuance of addendum.
- 5.3.12 Any withdrawal of EoI by IB or any substitution in the EoI by IB or any modification in the EoI by IB or additional information supplied by IB subsequent to the Due Date, unless the same has been expressly sought for by GoI/TA, shall be disregarded.
- 5.3.13 The IB shall be expected to provide certificates, undertakings, bank guarantees, 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 GoI.
- 5.3.14 The IB shall be required to deposit an earnest money for a stipulated amount before the financial bid in Stage II. The draft of the Earnest Money Guarantee agreement shall be provided to the IB at the time of providing all other draft documents before submission of financial bid in Stage II.
- 5.3.15 The GoI or its advisors reserve the right to verify all statements, information and documents submitted by the IB in response to the PIM, or the EoI process and the IB shall, when so required by the GoI, 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 GoI or its advisors

Bridge & Roof Co. (India) Ltd.
Preliminary Information Memorandum

shall not relieve the IB of its obligations or liabilities hereunder nor will it affect any rights of the GoI thereunder.

- 5.3.16 The GoI or its advisors reserve the right to seek any additional indemnities, warranties, representations or performance obligations to their satisfaction from the IB or any of their related entities.
- 5.3.17 The IB shall continue to meet with the eligibility criteria and shall also not be disqualified as per the disqualification conditions mentioned in this PIM at all times until the consummation of the Transaction.
- 5.3.18 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 implications of all laws pertaining to the Transaction and shall ensure compliance with all the applicable laws.
- 5.3.19 The selected bidder will be required to lock in its shares for a period of 3 years during which it cannot undertake the sale of its stake in B&R.
- 5.3.20 The following real estate assets will not be part of the Transaction

Location	Detail	Mutation in PSE Name
Aradhana Co. op. Housing Society Ltd. Chembur , Mumbai-71	1 Flat – 582 sq. ft.	Yes
Maitri Park Co-op. Housing Society Ltd. Chembur, Mumbai-71	1 Flat – 1003 sq. ft.	Yes

Location	Detail	Period of Lease
IOCL Housing Complex Noida, Uttar Pradesh	1 Flat – 1300 sq. ft. 1 Flat – 950 sq. ft.	90 years w.e.f. 30 th Jul 1983
B&R House, Nerul, Navi Mumbai	27 Flats - 2100.90 sq. mtr.	60 years w.e.f. 29 th Oct 1990
Sanjog Co-op. Housing Society Ltd. Vashi, Navi Mumbai-71	2 Flats – 710 sq. ft. each	60 years w.e.f. 23 rd Mar 1983

5.4 Filing requirements for EoI

- 5.4.1 IB shall ensure that the EoI is complete as to requirements of the specified documents/information as instructed in this PIM.
- 5.4.2 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 (Annexure VIII or Annexure IX) authorizing the signatory of the EoI to commit the IB.

Bridge & Roof Co. (India) Ltd.
Preliminary Information Memorandum

5.4.3 The signed EoI as per the format in Annexure II for sole IB and as per the format in Annexure III for consortium along with all its required annexures as detailed in the table below must be submitted in physical form in two sealed envelopes at the below mentioned address by the Due Date.

EoI submission address:

Karandeep Singh
 YES Bank Limited
 48, Nyaya Marg, Chanakyapuri
 New Delhi – 110021

Envelope 1	<ol style="list-style-type: none"> 1. Expression of interest (Annexure II or Annexure III, as applicable) 2. Confidentiality Undertaking (Annexure V) 3. Statement of Legal Capacity (Annexure VI or Annexure VII, as applicable) 4. Power of Attorney in original (Annexure VIII or IX, as applicable) 5. Filled up RFQ (Form A) (Annexure XI) 6. Declaration of Net Worth (Annexure XII) 7. Declaration of Net Worth by SEBI Registered AIF (Annexure XIII, as applicable) 8. Declaration of Profitability (Annexure XIV as applicable) 9. Consortium Agreement (Annexure XV as applicable) 10. Declaration (Annexure XVI) 11. Demand Draft (for non refundable fee amounting to Rs. 5,00,000.00 in favor of Yes Bank – Bridge and Roof) 12. Certificate of incorporation/registration as applicable 13. SEBI Registered AIF to provide SEBI Registration Certificate
Envelope 2	<ol style="list-style-type: none"> 1. Documents required as part of filled up Form-A <ol style="list-style-type: none"> i. Audited financials and annual reports of last three financial years ii. Memorandum of association iii. Articles of association iv. Share holding pattern, eligibility certificate to participate in the proposed Strategic Sale duly signed by company secretary/any other officers in charge of legal affairs , brief write – up on nature of business and information of operation; demonstrating IB’s capability based on past track record , list of board of directors and senior management, write up on international operations, joint ventures / alliances and copies of the audited accounts, list of advisors, details of all outstanding litigations, details of all contingent liabilities, supporting documents for date and place of incorporation, Commencement Certificate, full address of registered office and head office and any other information required as part of Form A (Annexure XI)

5.4.4 The covering envelope containing the above mentioned envelope 1 and envelope 2 should be clearly marked “Private and Confidential – Expression of Interest for the strategic sale of Bridge & Roof Company (India) Limited”.

Bridge & Roof Co. (India) Ltd.
Preliminary Information Memorandum

- 5.4.5 IB shall be entitled to submit only one EoI. In case, more than one EoI is submitted by an IB, all such EoIs shall be rejected.
- 5.4.6 The EoI received shall be valid for 180 (one hundred and eighty) days from the date of opening of the EoI.
- 5.4.7 Any submission, whether in part or full via email or facsimile, shall not be permitted. Any document received after the Due Date will be disregarded. Any submission made shall be rejected if it is not made as per the instructions mentioned in this PIM.
- 5.4.8 Unless otherwise specified, a self-certified true copy by IB's authorized signatory of the supporting documents shall be submitted.
- 5.4.9 The documents including this PIM and all attached documents are and shall remain or become the properties of the GoI and are transmitted to the IB solely for the purpose of preparation and the submission of an EoI in accordance herewith. IB is to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of its EoI.
- 5.4.10 Transaction Advisor/GoI shall bear no responsibility for non-receipt of documents sent by post/courier.

5.5 Disqualification

- 5.5.1 GoI/ Transaction Advisor shall not consider any EoI that is found to be incomplete in content and/or attachments and/or legal capacity/authenticity.
- 5.5.2 Without prejudice to any other rights or remedies available to GoI, the GoI/Transaction Advisor reserve the right to drop the EoI and disqualify any IB for any of the following reasons (including but not limited to those listed below):
- a. Misrepresentation/false statement is made by the IB/any consortium member, at any stage in the Transaction process, whether in the EoI, the financial bid, supporting documentation or otherwise and whether written or oral; or
 - b. If the EoI submitted by the IB is in any respect inconsistent with, or demonstrate any failure to comply with, the provisions of the PIM; or
 - c. Failure on the part of the IB to provide necessary and sufficient information required to be provided in accordance with the EoI; or
 - d. Submission of more than one (1) EoI by any IB either as a sole bidder or as a member of Consortium in which case, all such EoIs shall be rejected; or
 - e. The IB not satisfying the eligibility criteria or any other condition as specified in this PIM and hence not eligible; or
 - f. Failure to comply with the circular No. 1/8/2016-FC-1 issued by Department of Industrial Policy and Promotion on Standard Operating Procedure (SOP) for processing Foreign Direct Investment Proposal; or
 - g. Specifically in case of SEBI Registered AIF(s), failure to comply with SEBI regulations, as applicable for different categories of SEBI registered AIF(s), on ongoing basis; or

Bridge & Roof Co. (India) Ltd.
Preliminary Information Memorandum

- h. Specifically for employee/management bids, failure to comply with the employee/management bid eligibility criteria and the guidelines specified in the Annexure XVIII; or
- i. Failure to comply with any reasonable request, by GoI / YES Bank in relation to the Transaction; or
- j. If it is discovered at any time that the IB and/or its promoters are subjected to any winding up/insolvency proceedings or other proceedings of a similar nature; or
- k. Any information regarding or in connection with the IB 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 the GoI/Company; or
- l. Initiation or existence of any legal proceedings, by or against the IB in respect of the Company, such that the proceeding may be prejudiced by the participation of the IB in the selection process or the Transaction; or
- m. The IB or if the IB is a consortium then any member of such consortium which does not satisfy the requirements of eligibility. The GoI has issued guidelines for disqualification of bidders seeking to acquire any public sector enterprises through the process of disinvestment vide Department of Disinvestment OM No. 6/4//2001 – DD – II dated 13th July 2001 and clarification issued on 10th January 2002 (“Eligibility Guidelines”). These guidelines as modified from time to time shall apply. A copy of the eligibility guidelines is enclosed in Annexure X; or
- n. In regard to matters relating to the national security and national integrity any IB 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; or

“**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 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)

- IBs or promoters or promoter group or directors of such IBs which are otherwise covered in section 5.2. 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; or
 - (ii) appearing in the RBI list of Wilful Defaulters or any such list by a competent authority in their respective jurisdiction;

Bridge & Roof Co. (India) Ltd.
Preliminary Information Memorandum

“**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.

- o. Any of the outstanding indebtedness of IB (including the parent and subsidiaries of the IB) availed from either banks or financial institutions being classified as ‘non-performing asset’ or any equivalent classification in the respective jurisdiction of the IB; or
- p. All entities that have been debarred/ banned/ blacklisted by any Governmental Authority, from time to time; or
- q. IBs which are otherwise covered in section 5.2 above but are:
 - (i) Erstwhile OCBs which are incorporated outside India and are under the adverse notice of RBI; or
 - (ii) Prohibited or restricted from investing in B&R basis their status / sector in which B&R 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 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.

- r. If any information or disqualification becomes known after the IB has been qualified to receive the CIM/access to data room and RFP, which information would have entitled the GoI /Transaction Advisor to reject or disqualify the EoI of relevant IB, the GoI /Transaction Advisor reserves the right to reject the IB at the time or at any time after such information becomes known to the GoI /Transaction Advisor. Where such party is a consortium, GoI /Transaction Advisor may disqualify the entire consortium, even if it applied to only one member of the consortium; or
- s. If any of the members of the consortium are disqualified, all the members of the consortium shall automatically stand disqualified; or
- t. In addition to the eligibility of the IB being a sole IB, each of the members of consortium and the consortium as a whole must be eligible, as per criteria mentioned in this EoI, on the date of submission of the EoI and must continue to be eligible throughout until the consummation of the Transaction; or
- u. If a consortium changes its composition post submission of EoI, then its EoI will be disqualified; or
- v. Breach of Confidentiality Undertaking executed by the IB; or

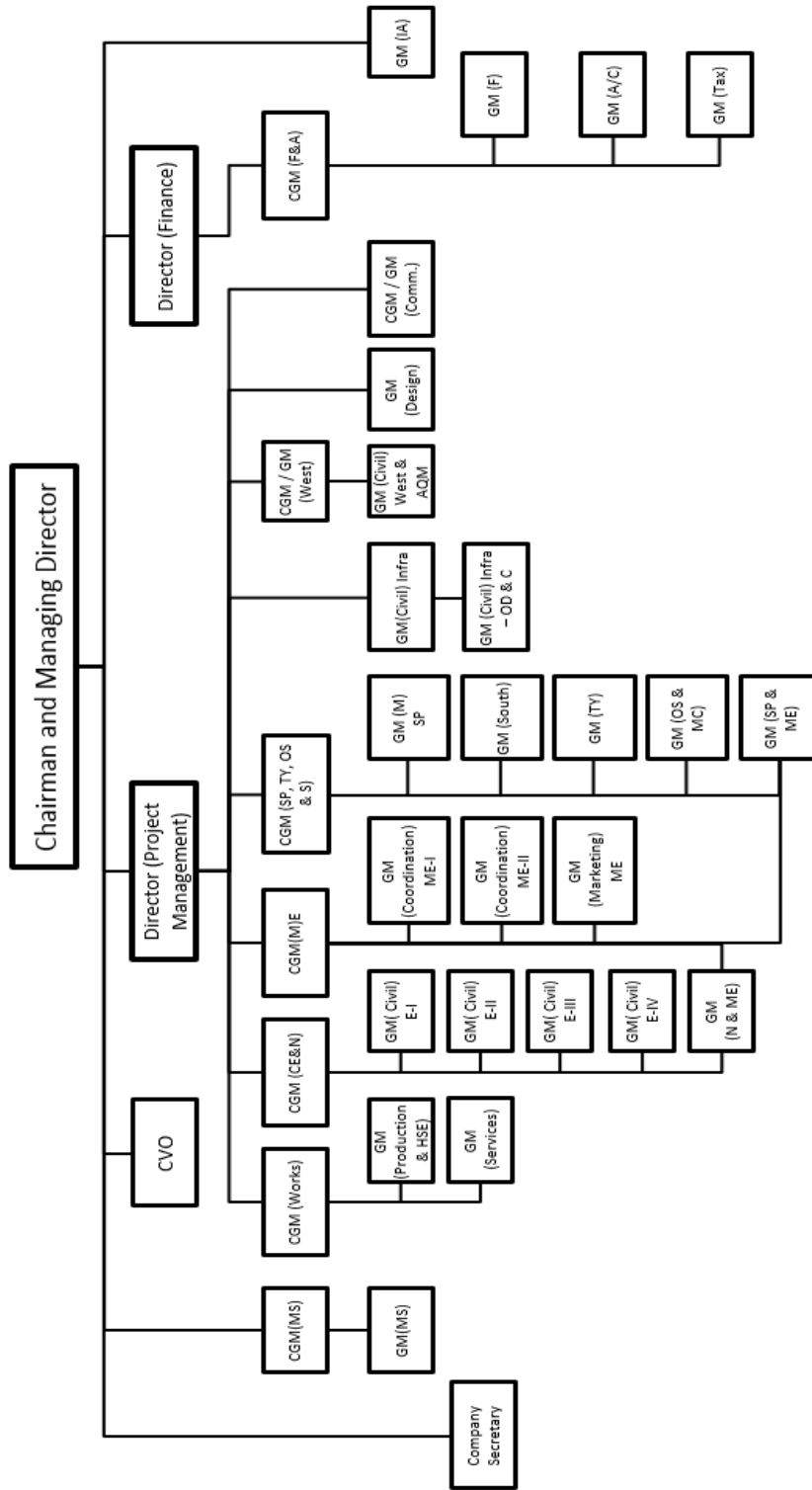
Bridge & Roof Co. (India) Ltd.
Preliminary Information Memorandum

- w. Any condition or qualification or any other stipulation inserted by the IB contained in the EoI shall render the EoI liable to rejection; or
 - x. If the IB does not satisfy any of the requirements as may be issued by the GoI 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 shall be disqualified.
- 5.5.3 Notwithstanding anything contained in this PIM, the GoI reserves the right to reject all the EoIs and to annul the EoI process at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event that the GoI rejects or annuls all the EoIs, it may, in its discretion, invite all eligible IBs to submit fresh EoIs hereunder.
- 5.5.4 GoI's determination that one or more of the events specified in this section titled "Disqualification" has occurred shall be final and conclusive.
- 5.5.5 In case any of the IB(s) is found out to be a Central Public Sector Undertaking or a Central Government owned Cooperative Society (i.e. in which the Government ownership is 51% or more), the same shall be disqualified.

Annexure I: Group Organogram

Enclosure 1.2

BRIDGE & ROOF CO. (I) LTD. COMPANY ORGANOGRAM - GENERAL MANAGER AND ABOVE



Dated : 25-05-2017

Legend :

- CE- Civil East, SP- Special Project, TY-Turkey, OS – Overseas, AQM- Asset & Quality Management, OD-Odisha, C- Chhattisgarh, M-Mechanical
- HSE-Health, Safety and Environment, ME – Mechanical East, MC – Mechanical Coordination, N-North, S – South, Infra – Infrastructure,
- F&A – Finance and Accounts, F-Finance, TAX- Taxation, MS – Management Services, CVO – Chief Vigilance Officer, E- East, Comm – Commercial

The above organogram shows declared posts at General Manager rank and above, some of which are lying vacant

Annexure II: Format for Letter of Expression of Interest for a Sole Interested Bidder

[On the letterhead of the Interested Bidder submitting the Expression of Interest]

Reference No.:

Date:

To,

Mr. Karandeep Singh,
YES Bank
48, Nyaya Marg, Chanakyapuri,
New Delhi - 110 021

Kind Attention: [●]

Sub.: Invitation of expression of interest for strategic disinvestment of Bridge & Roof Company (India) Limited (hereinafter referred to as “B&R” or “Company”).

Sir/Madam,

This is with reference to the advertisement dated [●] (“**Advertisement**”) inviting Expression of Interest (“**EoI**”) for strategic disinvestment of such number of shares representing ninety nine point three five (99.35%) of the equity share capital of B&R a company registered under the Companies Act, 1956 having its registered office at 5th Floor, Kankaria Centre, 2/1 Russel Street, Kolkata – 700071 (“**Transaction**”).

Being duly authorized to represent and act on behalf of _____ (hereinafter referred to as the “**Interested Bidder**”), and having reviewed and fully understood all of the qualification requirements and information provided, the undersigned hereby expresses the Interested Bidder’s interest for bidding for the Transaction.

Bridge & Roof Co. (India) Ltd.
Preliminary Information Memorandum

We have read and understood the contents of the Advertisement and the Preliminary Information Memorandum dated [●] (“PIM”) and are desirous of participating in the Strategic disinvestment and confirm and undertake as follows:

1. We are interested in bidding for the Strategic disinvestment of such number of shares representing ninety nine point three five (99.35%) of the equity share capital of B & R of the equity share capital of B&R.
2. We propose to submit our EoI in individual capacity as [●] (name of Interested Bidder) having our registered office at [●].
3. We satisfy the eligibility criteria detailed in the Advertisement and the PIM.
4. We confirm and represent that we have the requisite corporate authorisation to submit the EoI.
5. We certify that neither have we been convicted by any Court of law, indicted, nor has any adverse order been passed against us by a regulatory authority which would cast a doubt on our ability to manage the public sector unit when it is disinvested or which related to a grave offence that outrages the moral sense of the community.
6. We further certify that in regard to matters relating to security and integrity of the country, no charge sheet has been filed against us 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 group concerns.
7. We further certify that no investigation by a regulatory authority is pending either against us or against our group concerns or against any of our directors or key managerial personnel.
8. We further certify that we are neither a Central Public Sector Undertaking nor a Central Government owned Cooperative Society (where Government ownership is 51% or more).
9. We confirm and represent that the EoI is complete and accurate in all respects and requisite authorization has been obtained for the submission of the EoI.
10. In the event we are attracted by any of the disqualifications in terms of the PIM during the pendency of the process of Strategic disinvestment, owing to change in facts or circumstances, we undertake to immediately intimate the Transaction Advisor and the Nodal Agency.
11. The Statement of Pending Litigation as per format given in Annexure XVI duly signed by us is enclosed.
12. The Statement of Legal Capacity for a Sole Interested Bidder and Form A as per formats given in Annexure VI and Annexure XI respectively of PIM, duly signed by us are enclosed.

(In case of IB(s) having PAN and TAN registration in India)

Our PAN number is _____.

Our TAN number is _____.

Bridge & Roof Co. (India) Ltd.
Preliminary Information Memorandum

In case of IB(s) not having PAN and TAN registration in India, IB(s) are requested to share its county specific registration details

Thank you.

Yours sincerely,

For and on behalf of: (name of the Interested Bidder)

Signature: (Authorised Representative and Signatory)

Name of the Person: [●]

Designation: [●]

Enclosed:

1. Statement of Legal Capacity for a Sole Interested Bidder (Annexure VI); and
2. Power of Attorney (Annexure VIII or Annexure IX, as applicable); and
3. Form A (Annexure XI); and
4. Confidentiality undertaking (Annexure V); and
5. Declaration of Net Worth (Annexure XII or as applicable); and
6. Declaration of Profitability (Annexure XIV)
7. Declaration (Annexure XVI); and
8. Demand Draft; and
9. Certification of Incorporation/Registration (as applicable)

Annexure III: Format for Letter of Expression of Interest for a Consortium of Interested Bidders

[On the letterhead of the Lead Member of the Consortium of Interested Bidders submitting the Expression of Interest]

Reference No.:

Date:

To,

Mr. Karandeep Singh,
YES Bank
48, Nyaya Marg, Chanakyapuri,
New Delhi - 110 021

Kind Attention: [●]

Sub.: Invitation of expression of interest for strategic disinvestment of Bridge & Roof Company (India) Limited (hereinafter referred to as “B&R” or “Company”).

Sir/Madam,

This is with reference to the advertisement dated [●] (“**Advertisement**”) inviting Expression of Interest (“**EoI**”) for strategic disinvestment of such number of shares representing ninety nine point three five (99.35%) of the equity share capital of B & R, a company registered under the Companies Act, 1956 having its registered office at 5th Floor, Kankaria Centre, 2/1 Russel Street, Kolkata – 700 071 (“**Transaction**”)

This communication has been issued by the Lead Member (as defined below) for and on behalf of the Consortium (as defined below).

Bridge & Roof Co. (India) Ltd.
Preliminary Information Memorandum

We have read and understood the contents of the Advertisement and the Preliminary Information Memorandum dated [●] (“PIM”) and are desirous of participating in the Strategic Disinvestment, and for this purpose, address you as under:

1. We have formed 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 have agreed that [●] shall act as the Lead Member of the Consortium (“Lead Member”).
3. We are interested in bidding for the Strategic Disinvestment of such number of shares representing ninety nine point three five (99.35%) of the equity share capital of B&R of the equity share capital of B&R.
4. We satisfy the eligibility criteria detailed in the Advertisement and the PIM.
5. We confirm and represent that we have the requisite corporate authorisation to submit the EoI.
6. We certify that neither have we been convicted by any Court of law, indicted, nor has any adverse order been passed against us by a regulatory authority which would cast a doubt on our ability to manage the public sector unit when it is disinvested or which related to a grave offence that outrages the moral sense of the community.
7. We further certify that in regard to matters relating to security and integrity of the country, no charge sheet has been filed against us 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 group concerns.
8. We further certify that no investigation by a regulatory authority is pending either against us or against our group concerns or against any of our directors or key managerial personnel.
9. We further certify that we are neither a Central Public Sector Undertaking nor a Central Government owned Cooperative Society (where Government ownership is 51% or more).
10. We confirm and represent that the EoI is complete and accurate in all respects and requisite authorization has been obtained for the submission of the EoI.
11. In the event we are attracted by any of the disqualifications in terms of the PIM during the pendency of the process of Strategic Disinvestment, owing to change in facts or circumstances, we undertake to immediately intimate the Transaction Advisor and the Nodal Agency.
12. The Statement of Pending Litigation as per format given in Annexure XVI duly signed by us is enclosed.
13. The Statement of Legal Capacity for a Consortium of Interested Bidder and Form A as per formats given in Annexure VII and Annexure XI respectively of PIM, duly signed by representative members who jointly satisfy the eligibility criteria are enclosed along with the certified true copy of the Consortium Agreement entered into by and between the consortium members.

Bridge & Roof Co. (India) Ltd.
Preliminary Information Memorandum

Thank you.

Yours sincerely,

For and on behalf of: (name of the Lead Member)

Signature: (Authorised Representative and Signatory)

Name of the Person: [●]

Designation: [●]

Enclosed:

1. Statement of Legal Capacity for a Consortium of Interested Bidder (Annexure VII); and
2. Power of Attorney (Annexure VIII or Annexure IX, as applicable); and
3. Form A (Annexure XI); and
4. Confidentiality undertaking (Annexure V); and
5. Declaration of Net Worth (Annexure XII or Annexure XIII or as applicable); and
6. Declaration of Profitability (Annexure XIV)
7. Consortium Agreement (Annexure XV); and
8. Declaration (Annexure XVI); and
9. Demand Draft; and
10. Certification of Incorporation/Registration (as applicable)

Annexure IV: Advertisement



INVITATION FOR EXPRESSION OF INTEREST BY THE GOVERNMENT OF INDIA FOR PROPOSED STRATEGIC DISINVESTMENT IN BRIDGE & ROOF COMPANY INDIA LIMITED

(This announcement is neither a prospectus nor an offer/invitation to the public for sale of shares, securities or debentures to the public.)

Bridge & Roof Company (India) Limited (“B&R” or the “Company”) is a public sector undertaking, under the administrative control of the Ministry of Heavy Industries & Public Enterprises. The Company was incorporated on January 16, 1920 and is primarily engaged in the field of civil, mechanical and structural construction work and manufacture of Bailey type unit bridge, bunk houses, railways wagons and other steel structures.

The Government of India (GoI) has ‘in-principle’ decided to disinvest 100.00% of its equity shareholding in B&R through strategic disinvestment. The GoI, through the Department of Investment & Public Asset Management has appointed YES Bank Limited (“YES Bank”) as its Advisor to advise and manage the Strategic Disinvestment of B&R (“Transaction”).

This disinvestment process is to be implemented through physical open competitive bidding route. Accordingly, Expression of Interest (EoI) is invited through this advertisement from Interested Bidders. The details of EoI can be downloaded from www.yesbank.in, <http://dipam.gov.in/>, www.bridgeroof.co.in, <http://dhi.nic.in/>. In future, any amendments/ extension of due date for submission of EoI will be uploaded on the above websites only.

Interested Bidders are requested to submit their EoI along with the documents in the prescribed format specified in the Preliminary Information Memorandum (PIM) at the under-mentioned address, not later than 1500 hours (IST) on 11 December 2017. Further any queries or request for clarification/additional information concerning the PIM shall be submitted to the under-mentioned address. The communications shall clearly bear the following identification / title: Query: PIM – B&R.

Mr. Karandeep Singh,
YES Bank Limited, 48, Nyaya Marg, Chanakyapuri, New Delhi - 110021
Email: karandeep.singh3@yesbank.in
Tel: +91 11 6656 9000

This advertisement does not constitute, and will not be deemed to constitute, any commitment on the part of B&R or GoI or YES Bank; it has been provided only by way of information on B&R. Furthermore, this advertisement confers neither the right nor an expectation on any party to participate in the proposed disinvestment. GoI or YES Bank reserves the right to withdraw from the process or any part thereof, to accept or reject any or all offers at any stage of the process and/or modify the process or any part thereof or to vary terms at any time without assigning

Bridge & Roof Co. (India) Ltd.
Preliminary Information Memorandum

any reason whatsoever. No financial obligation will accrue to GoI or YES Bank in such an event. Further, B&R or GoI or YES Bank shall not be responsible for non-receipt of correspondence sent by post/courier/e-mail/fax

Annexure V: Confidentiality Undertaking

[ON Rs 1000 STAMP PAPER]

DEED OF CONFIDENTIALITY UNDERTAKING

This **DEED OF CONFIDENTIALITY UNDERTAKING** ("**Undertaking**") is made on this [●] day of [●], 2017.

BY

_____, a company incorporated under the Companies Act, [1956/2013] bearing corporate identification number _____ and having its registered office at _____ (the "**Interested Bidder**");

IN FAVOUR OF:

The President of India, represented by and acting through the Ministry of Heavy Industries and Public Enterprises at, [address] (the "**Administrative Ministry**");

Bridge & Roof Company (India) Limited, a company incorporated under the Companies Act, 1956 bearing corporate identification number U27310WB1920GoI003601 and having its registered office at 5th Floor, Kankaria Centre 2/1, Russel Street, Kolkata – 700071 (the "**Company**"); and

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

WHEREAS:

- A. The Interested Bidder has submitted an expression of interest for participation in the proposed sale by Government of India ("**GoI**" / "**Government**") of 100 percent of the equity shares of the Company held by the GoI (the "**Transaction**") and has been shortlisted as a "Qualified Interested Party"; and

Bridge & Roof Co. (India) Ltd.
Preliminary Information Memorandum

- B. In the context of the Interested Bidder'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 Interested Bidder to evaluate the Transaction.

NOW, THEREFORE, in consideration for receiving the Confidential Information, the Interested Bidder 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, [Yes Bank Limited, Protocol Insurance Surveyors & Loss Assessors Private Limited and M/s. Crawford Bayley & Co].

"**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 the Company, its affiliates, associates or subsidiaries (which includes, without limitation, documents delivered in connection with due diligence, investigation, information relating to the existing business of the Company and new businesses (if any) proposed to be undertaken by the Company, 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 the Company's operations prepared by external consultants which are proprietary to the Company or the GoI or the Administrative Ministry), and any information memorandum /or draft /final offer document, request for proposal, drafts of shareholders and 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:

Bridge & Roof Co. (India) Ltd.
Preliminary Information Memorandum

- (a) Information which the Interested Bidder 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 and/or the Company on whether any information qualifies within the exceptions in (a), (b) and (c) above shall be final, conclusive and binding.

“Consortium” means the Bidder and all other Consortium Members acting in concert with the Bidder intending to directly or indirectly participate in the Transaction.

"Consortium Members" means the members of any existing Consortium, formed by the Bidder for purposes of the Transaction and shall include members 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" announcement by the Administrative Ministry for participation in disinvestment of the Company in respect of the Transaction as part of any existing consortium..

"Disclosing Party" means the Advisors, the Company, the Administrative Ministry, the GoI, other Governmental Authority and/or their respective Representatives, whether jointly or severally.

"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 Interested Bidder 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 the Company 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 the Company's as well as

Bridge & Roof Co. (India) Ltd.
Preliminary Information Memorandum

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 Interested Bidder 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 Interested Bidder's execution of this Undertaking, the Interested Bidder, 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 Bidder agrees (a) to disclose Confidential Information only to those of its Representatives who need to know the Confidential Information for the purposes of an evaluation of the Transaction and each Representative of the Interested Bidder will be informed and advised in writing by the Interested Bidder 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 Representative of the Interested Bidder will hold and treat the Confidential Information in confidence and act in accordance therewith. The Interested Bidder agrees that the Confidential Information shall not, without the Company's as well as the Government's prior written consent, be disclosed by the Interested Bidder and/or Representative of the Interested Bidder, in any manner whatsoever, in whole or in part, to any third Person, and shall not be used by the Interested Bidder or Representative of the Interested Bidder other than in connection with an evaluation of the Transaction.

The Interested Bidder recognises and acknowledges the competitive value and confidential nature of the Confidential Information and the possible resultant impact to the Company 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 Interested Bidder acknowledges and agrees that it is imperative that all Confidential Information remains confidential.

The Interested Bidder, 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, the Company and the Advisors. The Interested Bidders, 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.

Notwithstanding any agreement or undertaking, the Interested Bidder 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 Interested Bidder

Bridge & Roof Co. (India) Ltd.
Preliminary Information Memorandum

and/or the Representative of Consortium Member and shall indemnify and hold the Government, the Company, and the Advisors harmless (including provisions of clause 6 and 15 set forth herein) from any breach of this Undertaking or consequences and claims arising therefrom. In case of Consortium, the Bidder agrees that for the purpose of this Confidentiality Undertaking, the liability of the Bidder 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 Interested Bidder, the Consortium Members and/or any company formed and promoted by them for the acquisition of equity shares of the Company 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 the Company 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 Interested Bidder hereby jointly and severally indemnifies and agrees to hold the Advisors, the Government and the Company indemnified and harmless (without prejudice to Clause 15 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 the Company with prompt written notice of such request so that the Advisors, the Government or the Company 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 Interested Bidder's legal counsel (reasonably acceptable to the Advisors, the Government and the Company), 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, the Company and the Advisors, be amended, modified or superseded upon the Interested Bidder and the Consortium Members and/or any company formed and promoted by them executing a definitive agreements, but shall be without prejudice to any of the Advisors',

Bridge & Roof Co. (India) Ltd.
Preliminary Information Memorandum

the Government's or the Company's rights in respect of any breach of this Undertaking which may have occurred prior to such amendment, modification or supersession.

The Interested Bidder 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 Interested Bidder and/or to reject any or all proposals made by the Interested Bidder with regard to the Transaction. The Government may elect at any time to terminate further access by the Receiving Party to any Confidential Information required by the Interested Bidder in connection with its evaluation of the Transaction.

9. The Government and/or the Company 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 the Company, or after the decision of the Interested Bidder to not proceed with the Transaction as specified in Clause 8 above, (i) the Interested Bidder (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 the Company request or give prior written consent to the Interested Bidder's request, the Interested Bidder 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 Interested Bidder in writing to each of the Advisors, the Government and the Company (such confirmation must include a list of the destroyed materials). The Interested Bidder 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 the Company regarding the business, operations, prospects or finances of the Company, without the Advisors' prior written consent, unless otherwise agreed to in an executed shareholders' agreement entered into in connection with the purchase by the Interested Bidder. 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 the Company for any discussions, the Receiving Party will do so or meet the Government and/or the Company 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

Bridge & Roof Co. (India) Ltd.
Preliminary Information Memorandum

Undertaking (i) requires either the Interested Bidder 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 the Company to enter into an agreement or an understanding, or prohibits the Advisors, the Government or the Company from entering into any agreement or understanding, for proceeding with the Transaction with any other Person.

12. For a period of 2 (two) years] 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 the Company.
13. The Receiving Party agrees that from the date of this Undertaking till the completion of the Transaction or as the case may be, till the time the Interested Bidder decide not to proceed with the Transaction, whether pursuant to Clauses 8 or 9 or 11, whichever is earlier, the Receiving Party shall not, directly or indirectly, buy, sell, negotiate, or enter into any arrangements for the purchase and / or sale of any of the shares of the Company, or advise any other person directly or indirectly to buy, sell, negotiate or enter into any arrangements for purchase and / or sell any of the shares of the Company, or take any action or make any statement or announcement that may affect the price of the shares of the Company.
14. The Interested Bidder understands, acknowledges and agrees that the Government, the Advisors and the Company 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 Interested Bidder's use of the Confidential Information. The Interested Bidder 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 Interested Bidder 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.
15. The Interested Bidder hereby indemnifies and agrees to hold the Advisors, the Government and the Company 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 Interested Bidder 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 the Company will also be entitled, without the requirement of posting a bond or other security, to equitable relief, including

Bridge & Roof Co. (India) Ltd.
Preliminary Information Memorandum

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 the Company.

16. The Interested Bidder understands, acknowledges, confirms and agrees that each of the Government, the Company and the Advisors are beneficiaries under this Undertaking. The Interested Bidder further agrees and confirms that each of the Government, the Company and the Advisors, will be entitled to and may enforce, either individually or jointly, the obligations imposed on the Receiving Party under this Undertaking.
17. The Interested Bidder agrees that no failure or delay by the Advisors/the Government / the Company 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.
18. The terms of this Undertaking may be varied only with the Company'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.
19. 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.
20. All notices required or permitted to be given hereunder shall be in writing and shall be valid and sufficient if dispatched as follows in physical form at the mailing address of the recipient.

If the notice is to the Government:

Department of Heavy Industry
Udyog Bhawan, Rafi Marg,
New Delhi- 110011
Kind attention: Joint Secretary

If the notice is to the Advisors

YES Bank Limited
48, Nyaya Marg, Chanakyapuri,
New Delhi - 110 021
Kind attention: Karandeep Singh

With a copy to:

M/s. Crawford Bayley & Co.
Advocates and solicitors
State Bank Buildings,
4th Floor, N.G.N. Vaidya Marg,
Fort, Mumbai – 400 023
Maharashtra, India
Kind attention: Mr. Sanjay Asher

**Bridge & Roof Co. (India) Ltd.
Preliminary Information Memorandum**

And a copy to:

M/s. Protocol Insurance Surveyors & Loss Assessors Private Limited
Protocol House
H 54, Secto 63
Noida, 201307 - UP
Kind attention: Mr. Kunal Kanda

If the notice is to the Company:

Bridge & Roof Co. (India) Ltd.
5th Floor, Kankaria Centre
2/1, Russel Street
Kolkata – 700 071
Kind attention: Company Secretary

If the notice is to the Interested Bidder:

[●]

Any of the Interested Bidder, the Government, the Company 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 telex, cable or facsimile whichever shall first occur.

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

Witnessed by:

(Name of Interested Bidder)

Name:

By:

Bridge & Roof Co. (India) Ltd.
Preliminary Information Memorandum

Address:

[x]

Annexure VI: Format for Statement of Legal Capacity for a Sole Interested Bidder

[On the letterhead of the Interested Bidder submitting the Statement of Legal Capacity]

Reference No.:

Date:

To,

Mr. Karandeep Singh,
YES Bank
48, Nyaya Marg, Chanakyapuri,
New Delhi - 110 021

Kind Attention: [●]

Sub.: Invitation of expression of interest for Strategic Disinvestment of Bridge & Roof Company (India) Limited (hereinafter referred to as “B&R” or “Company”).

Sir/Madam,

This is with reference to the advertisement dated [●] (“**Advertisement**”) inviting Expression of Interest (“**EoI**”) for strategic disinvestment of such number of shares representing ninety nine point three five (99.35%) of the equity share capital of B & R , a company registered under the Companies Act, 1956 having its registered office at 5th Floor, Kankaria Centre, 2/1 Russel Street, Kolkata – 700071 (“**Transaction**”).

Being duly authorized to represent and act on behalf of _____ (hereinafter referred to as the “**Interested Bidder**”), and having reviewed and fully understood all of the qualification requirements and information provided, the undersigned hereby expresses the Interested Bidder’s interest for bidding for the Strategic Disinvestment.

Bridge & Roof Co. (India) Ltd.
Preliminary Information Memorandum

We have read and understood the contents of the Advertisement and the Preliminary Information Memorandum dated [●] (“PIM”) and are desirous of participating in the Strategic Disinvestment and confirm and undertake as follows:

1. We are interested in bidding for the Strategic Disinvestment of such number of shares representing ninety nine point three five (99.35%) of the equity share capital of B & R.
2. We have examined in detail and have understood the terms and conditions and eligibility criteria stipulated in the Advertisement and the PIM and we satisfy the eligibility criteria stipulated in the Advertisement and the PIM.
3. We satisfy the eligibility criteria detailed in the Advertisement and the PIM.
4. We have agreed that [●] (insert name and designation of individual) will act as our representative and has been duly authorised to submit the EoI (“**Representative**”).
5. The Representative is vested with the requisite power and authority to furnish this letter and Form A along with all the documents to be submitted pursuant to the EoI and authenticate the same.

(In case of IB(s) having PAN and TAN registration in India)

Our PAN number is _____.

Our TAN number is _____.

In case of IB(s) not having PAN and TAN registration in India, IB(s) are requested to share its county specific registration details

Thank you.

Yours sincerely,

For and on behalf of: (name of the Interested Bidder)

Signature: (Authorised Representative and Signatory)

Name of the Person: [●]

Designation: [●]

Annexure VII: Format for Statement of Legal Capacity for a Consortium of Interested Bidders

[On the letterhead of the Lead Member of the Consortium of Interested Bidder submitting the Statement of Legal Capacity]

Reference No.:

Date:

To,

Mr. Karandeep Singh,
YES Bank
48, Nyaya Marg, Chanakyapuri,
New Delhi - 110 021

Kind Attention: [●]

Sub.: Invitation of expression of interest for Strategic Disinvestment of of Bridge & Roof Company (India) Limited (hereinafter referred to as “B&R” or “Company”).

Sir/Madam,

This is with reference to the advertisement dated [●] (“**Advertisement**”) inviting Expression of Interest (“**EoI**”) for strategic disinvestment of such number of shares representing ninety nine point three five (99.35%) of the equity share capital of B & R, a company registered under the Companies Act, 1956 having its registered office at 5th Floor, Kankaria Centre, 2/1 Russel Street, Kolkata – 700071 (“**Transaction**”)

This communication has been issued by the Lead Member (as defined below) for and on behalf of the Consortium (as defined below).

Bridge & Roof Co. (India) Ltd.
Preliminary Information Memorandum

We have read and understood the contents of the Advertisement and the Preliminary Information Memorandum dated [●] (“**PIM**”) and are desirous of participating in the Strategic Disinvestment and confirm and undertake as follows:

1. We are interested in bidding for the Strategic Disinvestment of such number of shares representing ninety nine point three five (99.35%) of the equity share capital of B & R.
2. We have formed 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.
3. We have agreed that [●] shall act as the Lead Member of the Consortium (“**Lead Member**”).
4. We have examined in detail and have understood the terms and conditions and eligibility criteria stipulated in the Advertisement and the PIM and the Consortium jointly satisfies the eligibility criteria stipulated in the Advertisement and the PIM.
5. We satisfy the eligibility criteria detailed in the Advertisement and the PIM.
6. We have agreed that [●] (insert name and designation of individual) will act as the representative of our Consortium and has been duly authorised to submit the EoI along with all the documents to be submitted pursuant to the EoI (“**Representative**”).
7. The Representative is vested with the requisite power and authority to furnish this letter and Form A and authenticate the same.

Lead Member’s PAN No. _____.

Lead Member’s TAN No. _____.

In case Lead Member is not having PAN and TAN registration in India, then it is requested to share its county specific registration details

Thank you.

Yours sincerely,

For and on behalf of: (name of the Lead Member)

Bridge & Roof Co. (India) Ltd.
Preliminary Information Memorandum

Signature: (Authorised Representative and Signatory)

Name of the Person: [●]

Designation: [●]

Annexure VIII: Power of Attorney for signing of EoI

Power of Attorney for signing of EoI

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 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 proposed strategic sale of shares held by the Government of India in Bridge & Roof Company (India) Limited including but not limited to signing and submission of all applications, participate in Pre-Bid and other conferences and providing information/ responses to GoI/Advisor and generally dealing with GoI/Advisor/Company in all matters in connection with or relating to or arising out of our application for qualification for the Transaction (as defined in the Preliminary Information Memorandum dated [●] issued by Yes Bank 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 EoI.

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)

***Note:** 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.*

Bridge & Roof Co. (India) Ltd.
Preliminary Information Memorandum

§ Wherever required, the Interested Bidder 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 Interested Bidder.

Annexure IX: Special Power of Attorney for signing of EoI for Employee Bid

TO BE STAMPED ON Rs. 1000 STAMP PAPER AND NOTARIZED]

Special Power of Attorney

To all to whom these presents shall come, I son/daughter/wife of _____ and presently residing at _____ being an presently employed with B&R, having employee code [●] 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 B&R.

NOW KNOW YE MEN ALL AND THESE PRESENTS WITNESSETH I, [●] , do hereby irrevocably nominate, constitute and appoint ----- as my true and lawful attorney (hereinafter referred to as the “Attorney”) to do in my name and on my 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 proposed Strategic Disinvestment of shares held by the Government of India in Bridge & Roof Company (India) Limited including but not limited to signing and submission of all applications, participate in conferences, if any and providing information/ responses to GoI/Advisor and generally dealing with GoI/Advisor/Company in all matters in connection with or relating to or arising out of our application for qualification for the Transaction (as defined in the Preliminary Information Memorandum) dated [●] issued by the Yes Bank 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 EoI.

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

Bridge & Roof Co. (India) Ltd.
Preliminary Information Memorandum

Name, Title and Address of the Attorney)
(To be duly notarized)

Notes: 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.

§ Wherever required, the Bidder 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 Bidder. § 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 Bidders 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 X: Eligibility Guidelines

Department of Investment and Public Asset Management (DIPAM) Guidelines

No. 6/4/2001-DD-II
Government of India
Ministry of Disinvestment
Block 14, CGO Complex
New Delhi.

Dated: 13th July, 2001

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.
- 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 by any sister concern of the bidding party 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.
- c) In both (a) and (b), disqualification shall continue for a period that Government deems appropriate.
- d) Any entity, 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.

Bridge & Roof Co. (India) Ltd.
Preliminary Information Memorandum

- f) Before disqualifying a concern, a Show Cause Notice why it should not be disqualified would be issued to it and it would be given an opportunity to explain its position.
- g) Henceforth, 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 is pending against them. In case any investigation is pending against the concern or its sister concern or against its CEO or any of its Directors/Managers/employees, 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 obtained along with EoI.

-sd/-

(A.K. Tewari)

Under Secretary to the Government of India

Note: Vide clarification dated: 10.1.2002 to the above guidelines it has been provided that the

following offence be treated as a grave offence:

- (a) Orders of Securities and Exchange Board of India which directly relates to “fraud” as defined in the Securities and Exchange Board of India Act, 1992 and/or regulations made thereunder;
- (b) Orders of Securities and Exchange Board of India which cast a doubt on the ability of the IB to manage the Company after the sale of the shares under the Transaction;
- (c) Any conviction by a Court of Law;

In cases in which Securities and Exchange Board of India also passes a prosecution order, disqualification of the IB should arise only on conviction by the court of law.

Annexure XI: Request for Qualification (FORM A)

[To be submitted in respect of the Interested Bidder or by each member of the Consortium of Interested Bidders]

Form – A Reference No.:

Date:

Name of the Interested Bidder: _____

1. Constitution (Tick, wherever applicable)
 - a. Public Limited Company;
 - b. Private Limited Company;
 - c. Partnership Firm;
 - d. Trust; or
 - e. Others, if any (Please specify).
2. If the interested party is a foreign company, specify list of statutory approvals from the Government of India/ the Reserve Bank of India applied for/ to be obtained/ awaited.
3. Memorandum and Articles of Association or other Constitution Documents of the Interested Bidder/member of consortium.
4. A certificate duly signed by our Company Secretary/ any other officer in charge of legal affairs, stating that we are eligible to participate in the proposed Strategic Sale in terms of Clause _____ of our Memorandum and Articles and Association (or any other Constitution Document).
5. Basis of eligibility for participation in the process (please mention basis and attach supporting documents):

- a. attach audited financials (including profit and loss statement, balance sheet and cash flow statement) and the annual report of the last three financial years;
 - b. attach certificate from a chartered accountant/ statutory auditor certifying the net worth (as per format in Annexure XII) as defined in the eligibility criteria.
6. Details of shareholding pattern with summary certification of the shareholding.
7. Provided that, in the event the Interested Bidder has been incorporated in the last 2 years, subject to compliance with all applicable laws, do not have audited financial statements as on March 31, 2017, a provisional balance sheet and profit and loss account for the Interested Bidder as certified by its Board of Directors/ any other governing body should be submitted.

Bridge & Roof Co. (India) Ltd.
Preliminary Information Memorandum

8. Role/ interest of each member in the Consortium (if applicable).
9. Nature of business carried out by the Interested Bidder/member of consortium and a profile containing information on the Interested Bidder's operations. The profile should contain such details as business history and growth, business areas and activities, capability of the company as demonstrated, inter alia, in its past track record to run its own business.
10. List of IB's board of directors and senior management along with the organization structure certified by the company secretary of the IB.
11. Summary of the roles and responsibilities of the directors and key management personnel of the IB certified by the company secretary of the IB.
12. Brief write up of the IB of its international operations, joint ventures / alliances (whether international or domestic), nature and size of such operations, equity ownership, if applicable, copies of the audited accounts for the last one year of such companies.
13. 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.
14. Date and Place of incorporation. (In case of SEBI registered AIF(s), date and place of registration, as submitted to SEBI)
15. Date of Commencement of Certificate.
16. Full address including Phone No. / Fax No / Email address.
 - a. Registered Office; and
 - b. Head Office.
17. Address for correspondence.
18. Details of all outstanding litigations.
19. Please provide details of all contingent liabilities that, if materialised, that have or 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 Interested Bidder, or other similar business combination or sale.
20. Contact Person(s):
 - a. Name:
 - b. Designation
 - c. Phone No.:
 - d. Mobile No.:
 - e. Fax No.:
 - f. Email.:

Thank you.

Bridge & Roof Co. (India) Ltd.
Preliminary Information Memorandum

Yours sincerely,

For and on behalf of: (name of the Interested Bidder)

Signature: (Authorised Representative and Signatory)

Name of the Person: [_____]

Designation: [_____]

***Note:** Please follow the order adopted in the format provided. If the Interested Bidder 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 XII: Declaration of Net Worth

We hereby declare that our Net Worth as of [31st March 2017] stood at Rs. _____ (rounded to two decimal places) crore as per the methodology prescribed below for the submission of EoI.

An independent chartered accountant signing this net worth certificate has duly verified the relevant details required in the table below.

All figures are to be filled in Rs. Crore (rounded to two decimal places)

Particulars	Unit
Number of paid up equity shares (A)	
Face value of each share (B)	
Total paid up capital (C = A*B)	
Aggregate value of reserves created out of the profits and securities premium account (D)	
Aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off (E)	
Aggregate value of reserves created out of revaluation of assets, write-back of depreciation and amalgamation (F)	
Net worth (G = C + D – E – F)	

Authorised Signatory:

Date:

and

chartered accountant:
(With Registration Number)

Annexure XIII: Declaration of Net Worth by SEBI Registered AIF

Particulars	
Name of the Fund	
Registered Address of the Fund *	
Date of Inception	
Tenure of the Fund	
Corpus	
Category of the Fund	
Maximum amount investable in any investee company as per latest SEBI guidelines**	

* Please provide the certificate of registration

* Please attach the The Maximum Permissible Investment Limit certificate issued by an independent chartered accountant/ statutory auditor's not older than 3 months from the date of PIM.

Authorised Signatory:

Date:

and

Auditors Authorized Signatory & Stamp

Annexure XIV: Declaration of Profitability

We hereby declare that our company has reported the following net profit in last 5 audited financial statements on consolidated basis.

Please find below the net profit reported in last 5 audited statements.

All figures are to be filled in Rs. Crores (rounded to 2.00 decimal places)

Fiscal Years	Net Profit
2013	
2014	
2015	
2016	
2017 [#]	

Authorised Signatory:

Date:

or

**Statutory Auditor:
(With Registration Number)**

#If the Interested Bidder does not have audited financial statements as on March 31, 2017, Net Profit as per provisional financial account for the Interested Bidder as certified by its statutory auditor/Board of Director may be considered.

Annexure XV: Format for Consortium Agreement (In case of Consortium of IBs)

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

This Consortium Agreement ("**Agreement**") executed on this _____ day of _____
Two thousand _____ between

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

for the purpose of submitting response to Advertisement dated [●] inviting Expression of Interest for strategic disinvestment of entire Government of India equity stake of 99.35% of B & R along with transfer of management control.

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, GoI had invited EoI via advertisement dated [●];

WHEREAS the Instructions for submitting EoI as per PIM stipulates that in case EoI is being submitted by a Consortium of Bidders, the Members of the Consortium will have to submit a legally enforceable Consortium Agreement in a format specified by GoI.

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

NOW THEREFORE, THIS AGREEMENT WITNESSETH 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

Bridge & Roof Co. (India) Ltd.
Preliminary Information Memorandum

- PIM for self and agent for 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. 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.
 4. 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. Each Member further undertakes to 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.
 5. We acknowledge that after the submission of the EoI, the composition of the Consortium shall be maintained for a period of [●] years, if it is shortlisted as the successful bidder.
 6. The Lead Member, on behalf of the Consortium, shall inter alia undertake full responsibility 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 GoI.
 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 GoI.
 14. This Agreement

Bridge & Roof Co. (India) Ltd.
Preliminary Information Memorandum

- (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 GoI.

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**]

Bridge & Roof Co. (India) Ltd.
Preliminary Information Memorandum

_____ (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 XVI: Declaration

(To be forwarded on the letterhead 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 include

- a) What constitutes “Fraud” under the provisions of the SEBI Act, 1992 and 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 hold the stake in the Company.
 - 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 or our sister companies have not been issued a chargesheet 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 sister company, our Director(s), CEO, principal officers 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 Form-A and/or Statement of Legal Capacity.

(Interested Bidder’s name) (Interested Bidder’s 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.

Annexure XVII: Eligibility Guidelines for Employee/Management Bid

Guidelines for management-employee bids

No. 4/38/2002/DD-II

Government of India

Ministry of Disinvestment

Block No.14, CGO Complex,

Lodi Road, New Delhi.

Dated: 25th April, 2003

OFFICE MEMORANDUM

Subject: - Guidelines for management-employee bids in strategic sale.

Employee participation and protection of employee interests is a key concern of the disinvestment process. The practice of reserving a portion of the equity to be disinvested for allocation to employees, at concessional prices, has been adopted in a number of cases. It is necessary and expedient to evolve and lay down guidelines to encourage and facilitate management-employee participation in the strategic sales and thus to acquire controlling stakes and manage disinvested public sector undertakings. The undersigned is directed to state that Government has, therefore, decided to lay down the following guidelines for evaluating employee/management bids:-

- i. The term ‘employee’ will include all permanent employees of a PSU and the whole time directors on the board of the PSU. A bid submitted by employees or a body of employees will be called an “employee bid”.
- ii. At least 15% of the total number of the employees in a PSU or 200 employees, whichever is lower, should participate in the bid.
- iii. An employee bid would be exempted from any minimum turn over criterion but will be required to qualify in terms of the prescribed net worth criterion. They will be required to follow the procedures prescribed for participation by Interested Parties in the process of strategic sale including, but not limited to, filing the expression of interest along with all details, as applicable to other investors, furnishing of bank guarantee for payment of the purchase price etc.
- iv. Employees can either bid directly and independently or, for the purpose of meeting the financial criteria like net worth, can form a consortium or bid through a joint venture (JV) or a special purpose

Bridge & Roof Co. (India) Ltd.
Preliminary Information Memorandum

vehicle (SPV), along with a bank, venture capitalist or a financial institution. However employees will not be permitted to form consortia with other companies.

- v. If the bidding entity of the employees is a consortium, JV or SPV, employees must have a controlling stake and be in control of the bidding entity.
 - vi. If the bid is submitted through a consortium, JV or SPV, employees must contribute at least 10% of the financial bid.
 - vii. If the employees form a consortium, the consortium partners would be prohibited from submitting individual bids independently.
 - viii. If it is not the highest bid, the employee bid shall be considered only if the said bid is within 10% of the highest bid.
 - ix. The employee bid shall, subject to fulfilling the conditions above, have the first option for acquiring the shares under offer provided they match the highest bid and the highest bid being equal to or more than the reserve price.
 - x. If the employee bid is not the highest bid and there are more than one employee bids within the 10% band, the highest of the employee bids will have precedence for purchase at the highest bid. If such employee bidder is unwilling or unable to match the highest bid, the option will pass on to the next highest employee bid and so on till all the employee bids, within the 10% band, are exhausted.
 - xi. In the event of no employee bidder, within the 10% band, being willing or able to match the highest bid, the shares under offer will be sold to the highest bidding entity.
 - xii. There will be a lock in period of three years for the shares disinvested by the Government.
2. All the bidders for the management-employee buy-outs will also have to satisfy the provisions of the 'Guidelines for qualification of bidders seeking to acquire stakes in Public sector Enterprise through the process of disinvestment' issued vide the then Department of Disinvestment's Office Memorandum No.6/4/2001-DD-II dated 13th July 2001 or as amended subsequently along with other qualification criterion as generally applicable and not specifically excluded herein.

-sd-

(T.S. Krishnamachari)

Deputy Secretary to the Government of India

Annexure XVIII: Employee/Management Bid Participation Criteria

For Employee/Management Bid: As per the Circular No. 4/38/2002/DD-II dated April 25, 2003 (“Employee Guidelines”) which is annexed as Annexure XVII, employees of B&R (“Employees”) are permitted to participate in the Transaction as Interested Bidders either (a) directly and independently (“Direct Employee Participation”) or (b) by forming of a consortium (“Employee Consortium”) and subject to the following:

- i. Employees participating either through Direct Employee Participation or by forming an Employee Consortium shall necessarily comply with each of the applicable conditions and provisions of the Employee Guidelines.
- ii. Employees participating either through Direct Employee Participation or by forming an Employee Consortium shall be subject to the same terms and conditions, process, instructions, criteria’s, disqualifications, etc. which are applicable to other Interested Bidders in this PIM/EoI and shall ensure compliance of the same. In case of any conflict between the terms and conditions, process, instructions, criteria’s, disqualifications, etc and the Employee Guidelines, the Employee Guidelines shall apply.
- iii. Employees participating either through Direct Employee Participation or by forming an Employee Consortium shall be required to provide such additional documents, confirmation, undertakings and information as the TA may require so as to evaluate the EoI (including eligibility criteria) submitted by such Employees or Employee Consortium.
- iv. The GoI and TA may provide for such further clarifications, conditions, criteria’s as it may deem necessary for the purposes of Employees to participate.
- v. Subject to paragraph vii, the forms and format to be submitted by the Employees, in case in of Direct Employee Participation shall be the same as that of a sole/individual bidder mentioned in this document.
- vi. Subject to paragraph vii, the forms and format to be submitted by the Employees and consortium members of Employee Consortium, in case of employees participating through an Employee Consortium, shall be the same as that of a consortium bidder.
- vii. In the forms and format, the details of the interested bidder shall be provided in the following format :

S. No.	Name of the Employee	Designation	Employee Code, if any	Residential Address	Identity proof (Adhaar No/ Passport No)	PAN and TAN

- viii. Each form and EoI submitted by Employees (whether as Direct Employee Participation or Employee Consortium) shall be accompanied by a duly executed Power of Attorney where a Employees forming part of such participation shall appoint one participating Employee to be their

Bridge & Roof Co. (India) Ltd.
Preliminary Information Memorandum

lawful attorney for submission of EoI and connected documents and be the lawful attorney of the other participating Employee. The format of the Power of Attorney is annexed as Annexure IX.

Glossary

PIM	Preliminary Information Memorandum
YES Bank	YES Bank Limited
B&R	Bridge & Roof Co. (India) Ltd.
DIPAM	Department of Investment & Public Asset Management
SEBI	Securities and Exchange Board of India
RBI	Reserve Bank of India
MoHIPE	Ministry of Heavy Industries and Public Enterprises
GoI	Government of India
IB	Interested Bidders
RFP	Request for Proposal
CIM	Confidential Information Memorandum
CPSE	Central Public Sector Enterprise
EoI	Expression of Interest
GoI	Government of India
Due Date	The last day for Submission of EoI
CEO	Chief Executive Officer
PMC	Project Management Consultant
EPC	Engineering, Procurement and Construction
PMAY	Pradhan Mantri Awas Yojana
INR	Indian Rupee
NTPC	National Thermal Power Corporation

Bridge & Roof Co. (India) Ltd.
Preliminary Information Memorandum

DVC Damodar Valley Corporation
IIT Indian Institute of Technology