



**INVITATION OF BIDS**  
**FOR**  
**SALE OF PUNJAB NATIONAL BANK'S AND INDIAN BANK'S**  
**SHAREHOLDING IN**  
**EXPERIAN CREDIT INFORMATION COMPANY OF INDIA PRIVATE LIMITED**  
**("EXPERIAN")**

**REQUEST FOR PROPOSAL**



(A wholly owned subsidiary of Punjab National Bank)

PNB Pragati Towers, 2nd Floor, C-9, G Block, Bandra Kurla Complex,  
Bandra East Mumbai 400 051

**Date of Issue: 25 September, 2018**

**Last Date of Submission: 28 September 2018 up to 15:00 Hrs (IST)**

## 1. BACKGROUND

- i. Punjab National Bank (**PNB**) holds 3% of the paid-up equity share capital i.e. 42,00,000 equity shares of face value of Rs.10/- each of Experian Credit Information Company of India Private Limited (**Experian**).
- ii. Indian Bank (**IB**) holds 2.14% of the paid-up equity share capital i.e. 30,00,000 equity shares of face value of Rs.10 /-each of Experian.
- iii. Both PNB and IB (**the Banks/the Sellers**) intend to sell their respective shareholdings in Experian.
- iv. PNB Investment Services Ltd. (**PNBISL**) has been appointed as Merchant Bankers/Advisors by PNB and IB for the intended stake sale. PNBISL invites Bids from potential investors for purchase of 42,00,000 shares held by PNB representing 3% and 30,00,000 shares held by IB representing 2.14% in Experian.
- v. An advertisement dated 25 September, 2018 has been issued by PNBISL in leading newspaper inviting Bids for sale of shares held by the Banks in Experian.

## 2. FLOOR PRICE

The Floor price of the shares is Rs. 70 per share.

## 3. ABOUT EXPERIAN

- i. Experian was set up in the year 2010 by Gus Holdings BV, Netherlands and leading PSU Banks/NBFCs for providing of credit information services. Experian obtained its certificate of registration from the Reserve Bank of India to function as a Credit Information Company under the provisions of the Credit Information Companies (Regulation) Act, 2005.
- ii. Experian collects information from various approved sources and provides Experian credit reports to lenders to reduce risk and facilitate responsible lending to consumers. The Company also provides credit reports to consumers in compliance with the Reserve Bank of India's (RBI) guidelines.
- iii. Experian provides the following specialised services:
  - a) Consumer and Commercial Bureau offering;
  - b) Value Added Services (VAPS) to its customers;

- c) Application fraud detection services (“Hunter”);
  - d) Scoring services;
  - e) “Direct to consumer” services.
- iv. Experian's member institutions cover significant PSU Banks, Private Sector and Foreign Banks, Co-operative and Regional Rural Banks, MFI’s, NBFC’s, Telcos and Insurance Companies.
- v. Shareholding Pattern of Experian is as follows:

Description as on	No of Shares	% of Holding
	31 <sup>st</sup> March 2018	
GUS Holdings BV	9,34,00,000	66.72
Punjab National Bank	42,00,000	3.00
Indian Bank	30,00,000	2.14
Sundaram Finance Limited	1,12,00,000	8.00
Magma Fincorp Limited	42,00,000	3.00
VIC Enterprises	70,00,000	5.00
Aravali Investment Holdings, Mauritius	1,40,00,000	10.00
Federal Bank	30,00,000	2.14
<b>Total:</b>	<b>14,00,00,000</b>	<b>100.00</b>

**4. PRE-BID QUERIES AND MEETING**

- i. The prospective Bidder(s), requiring any clarification on the terms of this Request for Proposal (**RFP**) may notify the same in the form of query to PNBISL on [project.trust@pnbisl.com](mailto:project.trust@pnbisl.com) latest by **1500 hrs (IST) on 27 September, 2018**.
- ii. A pre-bid meeting shall be conducted in the office of PNBISL as mentioned below on **27 September, 2018**.

**5. SUBMISSION OF BIDS**

- i. The Bids should be in conformity with the terms and conditions stated in this RFP.
- ii. **Submission in hard copy:**
  - a) The Bid shall be submitted on or before **1500 hrs on 28 September, 2018** in sealed envelope marked as “**Bid for Purchase of Shares in Experian**” to the following address of PNBISL:

**PNB Investment Services Ltd**  
PNB Pragati Towers, 2nd Floor,  
C-9, G Block, Bandra Kurla Complex,  
Bandra East, Mumbai - 400 051  
Tel: 022 2672 6253  
Email: project.trust@pnbisl.com

- b) The envelope shall clearly mention (i) Date (ii) Bidder's Name and (iii) Address.
- iii. **Submission by E-mail:**
- a) The Bids shall be submitted electronically as a duly executed password protected pdf file via email by **1500 Hrs. on 28 September, 2018** addressed to **project.trust@pnbisl.com** with the "Subject" line mentioned as "Bid for Purchase of Shares in Experian",
- b) The covering email shall clearly mention (i) Date (ii) Bidder's Name and (iii) Address.
- c) The password to the pdf file should be sent to the same email id between 1500 Hrs. and 1700 Hrs. on 28 September, 2018.
- d) Under no circumstances should the password be shared along with the Bid or before 1500 Hrs. on 28 September, 2018.
- e) The Bids sent by email should be followed by a physical copy of the duly executed Bid to be delivered to the above- mentioned address of PNBISL by 5, October, 2018.
- v. **Modification in RFP:** At any time prior to the deadline for submission of the Bids, the Banks may modify/add/delete any part of this RFP. Such change(s) if any may be in the form of an addendum/corrigendum and will be uploaded on the website of PNBISL – **www.pnbisl.com**. All such change(s) will automatically become part of this RFP and will be binding on all Bidders. The Bidders are advised to regularly refer the website before submitting the Bid.
- vi. **Details to be mentioned in the Bid:**

<b>Sr. No</b>	<b><u>Particulars</u></b>
1	Name of the Bidder
2	Address of the Bidder
3	Bidder's Profile specifying a. Particulars of constitution b. Ownership, c. Main business activities,

	<p>d. Existence and geographical presence including number of offices and infrastructure, human resources, experience etc.</p> <p>e. Telephone no.</p> <p>f. Fax no.</p> <p>g. E-mail</p>
4	<p>Details of the contact person</p> <p>a. Name</p> <p>b. Designation</p> <p>c. Address</p> <p>d. Tel. No.</p> <p>e. Mobile No.</p> <p>f. E-mail</p>
5	Details of registration with SEBI/ RBI, if any
6	Details of pending litigation(s) and/or contingent liabilities, if any, as also the details of any past conviction and criminal proceeding(s) against the Bidder/directors/ partners of the Bidder.
7	Latest audited Net Worth
8	Any other details/ information considered relevant
9	Bidder should confirm on its letter head that the Bid is complete with all documents duly signed by authorized signatory and that all the information mentioned in the Bid is true and correct.
10	Bidder should confirm on its letter head that the Bidder has complied with/ agree to comply with all the statutory formalities/ guidelines/ regulations/ circulars issued by the Reserve Bank of India ("RBI"), Securities and Exchange Board of India ("SEBI"), Companies Act 2013 read along relevant Rules and other relevant statutory provisions as applicable to the present sale of shares.

**Note :**

- a) All information/ details are required to be supported by documents duly certified by the authorized signatory.
- b) All pages of the Bid should be signed only by the authorized signatory of the Bidder.
- c) Any interlineations, erasures or overwriting shall be valid only if the signatory signing the bid authenticates them.
- d) The Bid should bear the rubber stamp with signature of the authorised signatory on each page.
- e) Proof of the authorized signatory having the authority to sign the documents (Copy of Board Resolution/ Power of Attorney) must be enclosed with the Bid.

**vii. Other conditions for submission of Bids:**

- a) Bid should be submitted individually and independently by the Bidder. Bidding in consortium is not permitted.
- b) Bid for the price per share should be mentioned clearly and in conformity with the terms of the RFP.
- c) All the pages of the Bid should be signed and stamped by the authorized officer(s) of the Bidder.
- d) Submission of Bid by the Bidder shall be deemed as an absolute acceptance of all the terms and conditions contained in this RFP.
- e) At no point in time, after submission of the Bid, will the Bidder be allowed to withdraw the Bid.
- f) The Banks/PNBISL shall not be responsible for non-receipt of Bids by the specified date and time on account of any reason including but not limited to postal delays or holidays etc.
- g) Under no circumstances, the Bidder should give or withhold any information or statement or document that is likely to mislead the Banks/PNBISL.

## **5. EVALUATION OF BIDS**

- i. The Bid has to be submitted for the entire 72,00,000 equity shares (42,00,000 equity shares of PNB + 30,00,000 equity shares of IB).
- ii. Though, the Bid has to be submitted for 72,00,000 equity shares, it is to be noted that the payment, settlement and execution of the relevant documents will be done separately by both the Banks i.e. PNB and IB.
- iii. Any Bid quoting a range of offer price shall not be accepted. The Bid is required to mention a specific offer price per share.
- iv. The Bidder quoting the best consideration to the Banks shall be declared "H1" Bidder. The Bidder quoting the next highest consideration shall be "H2" Bidder and so on.
- v. If more than one Bidder is declared as H1 Bidder, then such Bidders shall be provided an opportunity to revise the price upward by submitting a revised Bid through email (duly executed password protected pdf file) on the same day by 1930 hrs. In case a situation emerges of tie even on revision of Bid, the Banks/PNBISL will have the right to take decision on the final buyer.

- vi. The Bidder and the Banks shall have to comply with the provisions of the Shareholders Agreement dated November 12, 2009 (**Shareholders Agreement**) amongst Gus Holdings BV (the parent company of Experian) and other shareholders of Experian. Clause 13 of the Shareholders Agreement deals with "Restrictions on Transfer of Shares" which *inter alia* provides that the existing shareholders of Experian shall have a prior right to purchase the shares of Experian on the terms and condition stipulated in the said Shareholders Agreement. In case, the existing shareholders exercise their right to purchase the shares offered by the Banks under this RFP, the stake sale process initiated by this RFP shall stand cancelled.
- vii. The Banks/PNBISL reserve the right to cancel or accept any/all the Bids, at their sole and absolute discretion, without assigning any reason whatsoever and the Banks/PNBISL decision in this regard will be final.
- viii. The Banks shall also have the right to accept, reject the Bid, in full or part.
- ix. If deemed necessary, the Banks/PNBISL may seek clarifications on any aspect of Bid from the bidder. If a written response is requested, it must be provided within 2 working days. Response received, if any after the stipulated period will not be considered. However, that would not entitle the Bidders to change or cause any change in the substance of the Bid document already submitted. All information submitted in the Bid or obtained subsequently will be treated as confidential.

7. **OPENING OF BIDS**

The Bids shall be opened at the office of PNBISL at **1700 Hrs. on 28 September 2018**. Bidder may remain present at the time of opening of the Bids.

8. **DATE OF ACCEPTANCE OF BIDS AND COMMUNICATION TO THE BIDDER**

The date of acceptance of Bids and communication to the Bidder is on or before **29 September 2018**.

9. **DISQUALIFICATION OF BIDS**

- i. The Banks/PNBISL reserve an absolute and unconditional right to reject the Bid if it is not in accordance with the requirements of RFP.

- ii. The Banks/PNBISL shall not consider for the purpose of qualification, any Bid that is found to be incomplete in content and/or attachments and/or legal capacity/authenticity.
- iii. Physical Bids received after **1500 hrs on 28<sup>th</sup> September, 2018** shall not be accepted and shall be returned un-opened.
- iv. The Bids received through electronic mode after **1500 hrs on 28<sup>th</sup> September, 2018** shall not be considered.
- v. The Bidder should not have been prohibited by any regulatory authority for buying such shares as put for sale by the Banks.
- vi. Partial Bid of shares (bids only for a part of the 72,00,000 equity shares) shall be liable to be rejected.
- vii. There should not be any adverse remarks on the Bidder by any regulator that may cause hindrance in consummation of the transaction.
- viii. Without prejudice to any other rights or remedies available to the Banks/PNBISL, the Bidder may be disqualified or rejected for any reason whatsoever including but not limited to those listed below:
  - a. Misrepresentation and/or suppression of facts by the Bidder;
  - b. Failure on the part of the Bidder to provide necessary and sufficient information required to be provided in the Bid;
  - c. Information furnished by the Bidder is found to be incorrect or misleading;
  - d. Failure to comply with the terms and conditions mentioned in the RFP;
  - e. The Bid is illegible;
  - f. The Bid and other documents are not signed by the authorized signatory of the Bidder.
- ix. If any information comes to the knowledge of the Banks which would have entitled the Banks based on the submission requirement specified above, to reject or disqualify the Bidder, the Banks reserve the right to reject the Bid of the Bidder at the instant time, or at any time thereafter as and when such information comes to the knowledge of Banks.
- x. Any effort on the part of Bidder to influence the evaluation process will result in rejection of the Bid.



## 11. **TERMS AND CONDITIONS**

- i. No contractual obligation whatsoever shall arise from this RFP and receipt of the Bid.
- ii. Submission of the Bid is evidence of the Bidder's consent to comply with the terms and conditions of this RFP and subsequent bidding process. If a Bidder fails to comply with any of the terms, its bid may be summarily rejected.
- iii. The Bidders are required to do their independent enquiries, due diligence and assessment, at their cost, about the operations, financials, legal requirements and other information about Experian. The Banks/PNBISL shall not be responsible for any issue(s) raised by the Bidder in future.
- iv. The Banks/PNBISL shall not in any way be held responsible for any procedural delay and shall not be assigned any financial loss caused during the assignment.
- v. The Bidder shall provide any transactional support required for the successful completion of the sale.
- vi. The Banks/PNBISL reserve the right to withdraw the RFP at any time before signing of a definitive agreement, without assigning any reason and shall not be held liable for any losses or damages caused by such withdrawal. The withdrawal of RFP would be by giving intimation through PNBISL's website.
- vii. Bidders are required to comply with any applicable legal requirements as required of them in this regard both in India as well as the concerned country having jurisdiction over their registered office.
- viii. This RFP does not imply to be all-inclusive or contain all the information about Experian or be the basis of any contract. No representation or warranty, express or implied, is or will be made as to the reliability, accuracy or the completeness of any of the information contained herein.
- ix. While this RFP has been prepared in good faith, neither Experian nor the Banks nor PNBISL nor any of their respective directors, officers, employees, representatives, advisors or agents make any representation or warranty or shall have any responsibility or liability whatsoever in respect of any statements made or omissions and has no express or implied liability whatsoever, even if any loss or damage is caused by any such act or omission.
- x. The Bidders shall be deemed to have:

- a. Examined this RFP and its subsequent changes, if any for the purpose of responding to it.
  - b. Examined all circumstances and contingencies, having an effect on their bid and which is obtainable by making reasonable enquiries.
  - c. Satisfied themselves as to the correctness and sufficiency of their bids and if any discrepancy, error or omission is noticed in this RFP, the Bidder shall notify PNBISL in writing on or before the end date/time.
- x. The Bidders shall bear all costs associated with submission of Bids. The Banks/PNBISL will not be responsible or liable for any cost thereof if the Bids are not shortlisted.
- xi. The right to deal with next highest bidder in case the highest bidder fails to conclude the sale rests solely with the Banks/PNBISL.
- xii. The Bidders must advise the Banks/PNBISL immediately in writing of any material change to the information contained in the Bid, including any substantial change in their ownership or their financial or technical capacity.

## **12. CONFIDENTIALITY**

The Bidders shall agree that all confidential information relating to the transaction disclosed for the purpose of the stake sale process shall be kept confidential, from the date hereof until the end of a period of 1 year from the date of completion of the sale or from the date of this RFP (in the case of unsuccessful bidder).

## **13. FRAUD AND CORRUPT PRACTICES**

- i. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the entire stake sale process. Notwithstanding anything to the contrary contained in the RFP, the Banks shall reject a bid without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the stake sale process.
- ii. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:

- a) “Corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the stake sale process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Bank who is or has been associated in any manner, directly or indirectly with the stake sale process or has dealt with matters concerning the stake sale at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of PNB, shall be deemed to constitute influencing the actions of a person connected with the Selection Process);
- b) “Fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the stake sale process;
- c) “Coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the stake sale process;
- d) “Undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by PNB/NSE with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; and
- e) “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders or any other party with the objective of restricting or manipulating a full and fair competition in the Selection Process.

**10. APPLICABLE LAW**

- i. Disputes, if any, arising out of this RFP will be mutually settled without any obligation on any party. However, in the event of non-settlement of disputes through amicable means, such disputes shall be referred to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 subject to such amendments as may be for the time being in force. The seat of the proceedings of Arbitration shall be in Mumbai and the language shall be

Hindi/English. The arbitration shall be conducted by a sole arbitrator who shall be appointed by both the parties by mutual consent.

- ii. The RFP shall be governed by laws of India and the Courts of Mumbai shall have the jurisdiction to try and entertain all matters relating to this RFP.
- iii. Bidders are requested to adhere to laws/ guidelines applicable to this Transaction which includes the following but not limited to:
  - a. Credit Information Companies (Regulation) Act, 2005
  - b. Credit Information Companies Regulations, 2006
  - c. RBI's notification bearing reference no. DBR. CID. BC. No.98/20.16.042/2015-16 dated 19th May, 2016 read with press release dated 19th May, 2016 bearing reference no. 2015-2016/2699.
  - d. Companies Act, 2013 and amendments thereof, if any and as applicable.
  - e. Foreign Exchange Management (Transfer of Issue of Security by a Person Resident outside India) Regulations, 2000 and amendments thereof, if any and as applicable.
  - f. Reserve Bank of India A.P. (DIR Series) Circular No. 25 dated December 22, 2006 and amendments thereof, if any and as applicable.
  - g. All other such Acts, Rules, Regulations, General Orders, Guidelines, Circulars and amendments thereof issued by SEBI, Ministry of Corporate Affairs, Ministry of Finance, Government of India, RBI or any such other regulatory/statutory bodies in India or its agencies thereof as well as in the concerned country having jurisdiction over the registered office of the Bidder.
  - h. The Bidder is required to comply with the all the guidelines issued by Central Vigilance Commission (CVC), Government of India as may be applicable.