

HOTEL CORPORATION OF INDIA LIMITED
(A Subsidiary of Air India Limited)
CENTAUR HOTEL, IGI AIRPORT, NEW DELHI-110037.

Request For Proposal (RFP)

RFP No. : HCI/RFP/2020/101 dated 16.09.2020 Due on 19.10.2020

RFP, in two Bid System, for Selection of Consultant to Study lease terms & conditions of land, prevailing laws, provisions and restrictions (if any) to suggest and implement the proposal for Operation and Maintenance / sub-leasing of the unit of Centaur Hotel Delhi Airport including Chefair Flight Kitchen Delhi under Management Contract by Hotel Corporation of India Limited "HCI" (a subsidiary of Air India Limited "AIL") and besides suggesting and implementing optimum utilization of land including construction and development of property in the area of HCI.

For further details and for downloading of RFP documents in two bid format, please visit "AIL / HCI" website :[http:// www.airindia.in](http://www.airindia.in) / www.centaurhotels.com in the tender section.

Clarifications / Amendments/Corrigendum, if any, shall be hosted only on AIL/HCI website 07 days prior of opening of the RFP and no separate intimation for amendment/extension of due date shall be either sent to the bidders or published in the newspapers. Prospective Bidders should keep visiting AIL/HCI website till the close of the RFP.

Sd/-
Vice President

HOTEL CORPORATION OF INDIA LIMITED
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RFP SCHEDULE

1. Name of Work : Two Bid System RFP for Selection of Consultant to Study lease terms & conditions of land, prevailing laws, provisions and restrictions (if any) to suggest and implement the proposal for Operation and Maintenance / sub-leasing of the unit of Centaur Hotel Delhi Airport including Chefair Flight Kitchen Delhi under Management Contract by Hotel Corporation of India Limited "HCI" (a subsidiary of Air India Limited "AIL") and besides suggesting and implementing optimum utilization of land including construction and development of property in the area of HCI.
2. RFP No. : HCI/RFP/2020/101 dated **16.09.2020**
3. RFP Fee : Rs. NIL
4. Earnest Money Deposit : Rs. 1,00,000.00 (Rs. One Lakh only) in the form of Demand Draft /Pay Order / NEFT favouring HCI payable at New Delhi.
5. Last Date & Time for submission of Quirries: 1700 hrs. on 08.10.2020
6. Date & Time for Pre Bid Meeting: 1500 hrs. on 12.10.2020
7. Venue for Pre Bid Meeting : VIP Lounge, Centaur Hotel
8. Last Date & Time for Submission of Bids : 1430 hrs. on 19.10.2020
9. Place for submission of Bid : Hotel Corporation of India Limited
Centaur Hotel
IGI Airport
New Delhi-110037
10. Date & Time for opening of Bids (Part A – Technical Bids) : 1530 hrs. on 19.10.2020
11. Date & Time for Opening of financial Bids – Part B shall be intimated separately to Technicaly Qualified bidders only.

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RFP No.: HCI/RFP/2020/101

Dated: 16.09.2020

Subject:-REQUEST FOR PROPOSAL FOR SELECTION OF CONSULTANT

Hotel Corporation of India Limited (HCI) invites Sealed bids against REQUEST FOR PROPOSAL FOR SELECTION OF CONSULTANT to Study lease terms & conditions of land, prevailing laws, provisions and restrictions (if any) to suggest and implement the proposal for Operation and Maintenance / sub-leasing of the unit of **Centaur Hotel Delhi Aiport (CHDA)** including **Chefair Flight Catering Delhi (CFCD)** under Management Contract by Hotel Corporation of India Limited "HCI" (a subsidiary of Air India Limited "AIL") besides suggesting and implementing optimum utilization of land including construction and development of property in the area of HCI, under Two Bid system consisting of Technical Bid (Prequalification Bid) and Financial Bid as per the following Annexures:

1. Annexure AA- Brief Description and General Terms & Conditions governing the RFP
2. Annexure I - Declaration by the Bidder
 - a. Appendix A - Bidder Details
 - b. Appendix B - Deails of Pending Enquiry/Investigations
 - c. Appendix C - Details of Present/Potential Conflicts/Facts or Interest
3. Annexure II- Format of Covering Letter
4. Annexure III- Format of Undertaking
5. Annexure IV - Format of Uncondtional Bid
6. Annexure V- Format of Financial Bid
7. Annexure VI - Abstract of Eligible Assignments of Bidder
8. Annexure VII - Financial Capacity of Bidder
9. Annexure VIII- Feasibility and Revenue model of the subject Property
10. Annexure IX - Format of Agreement for Advisory Services
11. Annexure X - Proforma for submission of Non-disclosure Agreement from the Bidder
12. Annexure XI - Format for Authorisation Letter for attending Bid Opening

Interested Bidders are requested to submit their Bid in the following manner:

- i) **Envelope 1** : Should be super scribed "Technical Bid (Prequalification Bid) - Part-A: RFP No. HCI/RFP/2020/101 dated 16.09.2020 for REQUEST FOR PROPOSAL FOR SELECTION OF CONSULTANT and should contain the following annexures:
 - a) Annexures AA, I to IV & VI to IX duly filled in, signed & stamped on each page to confirm acceptance of all terms & conditions of the RFP as stipulated with all supporting documents.

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- b) Annexure X – Non disclosure agreement from Bidder on their Company letter head which should be duly signed & stamped by their authorized signatory only.
 - c) EMD of Rs. One Lakh only in the form of DD/Pay Order favouring HCI payable at New Delhi.
- ii) **Envelope II** - Should be super scribed “Financial Bid” – Part-B : RFP No. HCI/RFP/2020/101 dated 16.09.2020 for REQUEST FOR PROPOSAL FOR SELECTION OF CONSULTANT and should contain the following annexures:
- a) Financial Bid (Part B) : Annexure V duly filled up neatly in both Figures & Words and duly signed & stamped by the authorized signatory.
- iii) **Envelope III – Master Envelope** – Both the above sealed envelopes, **Envelope I and Envelope II** to be put in a master envelope in sealed/closed condition and clearly super scribed ‘RFP No. HCI/RFP/2020/101 dated 16.09.2020 for REQUEST FOR PROPOSAL FOR SELECTION OF CONSULTANT due on 19.10.2020.’The RFP should be addressed to Vice President, HCI, Centaur Hotel, IGI Airport, New Delhi – 110 037. Bidder’s Name & address should also be written at one of the corners of all the envelopes for identification purpose.
- iv) The RFPs should be dropped in the RFP box kept at the following address:
- Hotel Corporation of India Limited
Centaur Hotel
I.G.I. Airport
New Delhi – 110 037
- v) Last Date/ time for submission of RFP : 1430 hrs. of 19.10.2020
- vi) Due Date/ time for opening of Technical Bid Part A :1530 hrs. of 19.10.2020

The Bidder(s)/Bidders may also witness the opening of the Technical Bid (Part A – Envelope I). Those bidders who wishes to be present at the time of opening of the Pre-qualification Bid may do so or send their representatives with authorization letter on the company letter head as per Annexure XI duly signed by their authorized signatory for presenting the same to RFP committee at the time of opening of RFP bids at above address, time & date.

The Bid should be submitted only in the prescribed format. The bid cover should carry the complete name, address of the bidder alongwith telephone/fax. Nos. &

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email address.

HCI reserves the right to reject any bid in part or in full or annul the RFP process without assigning any reason and without any liability whatsoever on HCI .

In case of any clarifications regarding RFP, undersigned may be contacted through email , at the e-mail address : vp.hci@airindia.in and/or Phone Nos. 011-25652242, 25607502.

Vice President
Hotel Corporation of India Limited

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Annexure -AA

RFP No.: HCI/RFP/2020/101

Dated: 16.09.2020

Subject: REQUEST FOR PROPOSAL FOR SELECTION OF CONSULTANT to Study lease terms & conditions of land, prevailing laws, provisions and restrictions (if any) to suggest and implement the proposal for Operation and Maintenance / sub-leasing of the unit of **Centaur Hotel Delhi Airport (CHDA)** including **Chefair Flight Catering Delhi (CFCD)** under Management Contract by Hotel Corporation of India Limited "HCI" (a subsidiary of Air India Limited "AIL") besides suggesting and implementing optimum utilization of land including construction and development of property in the area of HCI.

1. Abbreviations :

Abbreviations as used in the RFP documents means :

- a. HCI means " Hotel Corporation of India Limited.
- b. AIL means "Air India Limited"
- c. CHDA means " Centaur Hotel Delhi Airport"
- d. CFCD means " Chefair Flight Catering Delhi"
- e. AAI means "Airport Authority of India"
- f. MOCA means "Ministry of Civil Aviation"
- g. QCBS means "Quality and Cost Based Selection"
- h. EMD means "Earnest Money Deposit"
- i. SD means " Security Deposit"
- j. The Bidder/Party/Consultant/Agency means the one who has signed the bid forms and submitted their bids in response to the RFP and the one who has to signed the agreement.
- k. DD means "Bank Demand Draft" or " Pay Order"
- l. BG means " Bank Guarantee"
- m. Agreement or Contract means signing of terms & conditions between the parties for the service contract for the subject work.
- n. RFP means Request for Proposal for subject work
- o. "Authority" means Hotel Corporation of India Limited (HCI)
- p. "Company" means HCI.
- q. "Project" means to study lease terms & conditions of land, prevailing laws, provisions and restrictions (if any) pertaining to construction & development of property in the area, existing arrangements being used by Centaur Hotel Delhi Airport (CHDA) including Chefair Flight Catering, Delhi (CFCD) and offering them under O&M/Sub – lease to make it world class hotel and flight kitchen.

2. It is further clarified that any individual signing the bids or other related documents in connection with the RFP must certify whether he signs as:

- A "Sole Proprietor" of the firm or constituted attorney of such sole

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- proprietor.
- A Partner of the firm if is in a partnership firm and must have authority to refer to arbitration, disputes concerning the business of the partnership either by virtue of the partnership agreement or a power of attorney. In the alternative, the RFP should be signed by all the partners.
 - Constituted attorney of the firm, if it is a Company.
 - Authorised Signatory of the Firm.
3. The Technical Bids shall be evaluated on the basis of details and documents provided by the Bidders with the Technical Bid Part-A together with DD/Pay Order/NEFT for EMD, Check List, Self Attested documents in support of Eligibility Criteria.
 4. The Financial Bids of technically qualified bidders shall be opened at a later date for which separate information shall be sent to only to such bidders who get qualified in the Technical bid evaluation. No intimation shall be sent to technically disqualified bidders.
 5. During technical evaluation process, no correspondence /communications shall be entertained on the status of the bids.
 6. Bids should be filled as per the prescribed format, duly signed & stamped by the authorized signatory of the bidder.
 7. Bidders are advised to study the RFP documents carefully. Submission of bids against the RFP shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
 8. The RFP and resultant contract/agreement is CONFIDENTIAL and anything contained in this document, shall not be disclosed in any manner, whatsoever. The undue publicity by the bidder regarding confidential process of the RFP may result in the rejection of their bid/contract/agreement.
 9. Bidders should fully acquaint themselves with the local conditions and factors, which may have an effect on the performance of the resultant contract/agreement and /or the cost.
 10. Bidders shall give the official mailing address, email and phone numbers to which all correspondence shall be sent by HCI. Also if the address is changed during the bid processing , the same shall be intimated to HCI immediately.
 11. When deemed necessary HCI may seek any clarifications on any aspect from the Bidders including documents/credentials.

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12. HCI reserves the right to accept or reject any/or all bids in part or in full or annual the whole RFP process any time prior to the signing of contract/agreement without incurring any liability towards the affected Bidders or without any obligation to inform the Bidders on the ground of such annulment/rejection.
13. **Amendments and Clarifications:** Amendments to this RFP, if any, will be hosted on HCI website www.centaurhotels.com and AIL website www.airindia.in only and HCI will not intimate the prospective bidders individually of the same. The Bidders are therefore advised to visit HCI/AIL website regularly, till the date and time of closing of the bid submission.
14. Any notice by one party to the other under the contract / agreement, pursuant to the contract/agreement, shall be sent in writing to the address specified for that purpose in the contract/agreement.
15. **Award of Contract, Acceptance, commencement & Signing of agreement :**
The award of contract to the selected bidder, shall be subject to fulfillment (in addition to eligibility criteria and the undertakings) of the following conditions:
 - i) The selected bidder has to convey acceptance of Letter of Intent /contract within 7 days from the date of receipt of the LOI /contract.
 - ii) The selected bidder shall start execution of the contract within 07 days from the date of acceptance of the LOI / contract , and/or as and when orders are received from HCI, from time to time.
 - iii) The selected bidder has to execute an agreement of terms & conditions of the contract with "HCI", on Rs.100/-non-judicial Stamp Paper, within 60 days of his acceptance of the LOI.

16. Introduction : Background

Centaur Hotel IGI Airport and Chefair Delhi Flight Kitchen ("Centaur Delhi"):

Brief details on HCI's operations have been provided below.

Centaur Hotel Delhi Airport, Delhi

The Centaur Hotel at Delhi Airport was commissioned in November 1982 as an ASIAD Project. It has 376 rooms, including presidential suites, deluxe suites and elegantly furnished guest rooms. It also has a 24 hour Coffee Shop, 2 Specialty Restaurants, Bar, Health Club, Swimming Pool, Banquet Hall, Tennis Court and a Shopping Arcade.

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It is located close to New Delhi's Domestic and International Airports and adjacent to National Highway ("NH-8") connecting Delhi to Jaipur. Also located in the same complex is an 8000 meals per day flight kitchen that became operational in 1983. The hotel and flight kitchen complex is located on 45,000 sqm of land leased from Airports Authority of India ("AAI") and has a combined built up area of 32,479.845 sqm. The terms of lease of the land will be expiring on 31.03.2032.

The key highlights of the Centaur Hotel IGI Airport and Chefair Delhi Complex are:

- Proximity to New Delhi's Domestic and International Airports.
- Conveniently accessible for commercial hubs of Connaught Place, Bhikaji Cama Place, Nehru Place and Aerocity.
- Conveniently accessible for Gurgaon, a new and upcoming commercial center.
- Strong potential for growing banqueting and food and beverage revenues.
- Lease period of 12 years.
- Lease rentals and turnover levy of 2%.
- Centaur has a 04 no. of superbly equipped meeting and banquet venues which provide high flexibility and cater to a diverse range of convention and banquet (200-450 guests), venues include Banquet Hall - 16400 + sq. ft. with pillar less trifurcation options, Banquet Hall, Pre-Function Area, Function Area & Lawn Area, Shaolin Restaurant, VIP Lounge and the huge Landscaped Garden (Pool Side Lawn) for outdoor functions and the events which put together can cater to a gathering of 2000 to 3000 guests. Centaur Business Centre at the hotel offers secretarial services and meeting rooms.
- The existing number of permanent employees working in CHDA are 200.
- Presently, 200 regular employees of HCI are working in this hotel besides a sizable contractual workforce of about 20 employees.

Chefair Flight Catering Delhi

The flight Catering at Delhi Airport was set up in 1970. The operations of flight catering unit was later shifted to their current premises situated near the International Airport at Delhi on land leased from AAI. This flight kitchen is catering to the in-flight requirements of some of the domestic and international sectors of Air India Limited and its subsidiaries operating through Delhi.

Chefair Delhi also runs Canteen facility for Air India employees located

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in GSD Complex at IGI Airport on “No Profit No Loss” basis.

T3 Lounge, IGI Airport

The unit started its operations in January 2013 and is under Chefair Flight Catering, Delhi. It runs the Lounge facility at T3 IGI Airport for Domestic as well as International Flights of Air India.

- The existing number of permanent employees working in CFCD are 32 besides a sizable contractual workforce of about 75 employees working at T-3 Lounges.

The CFCD Unit is built on land leased from Airport Authorities of India (AAI) and Some of the major terms & conditions of the lease are as under:

Second Para on page No. 2 of the Lease Agreement between CHDA & AAI (copy enclosed)

AND WHEREAS the Lessee has agreed that after the expiry of the Lease Period (as hereinafter defined), or any extension thereof, the structures, fittings and fixtures plants and machinery situated on the Leased premises will become the property of the Lessor subject to, and upon the terms and conditions herein contained.

Clause 24:-

The Lessee shall subject to the prior approval in writing of the Lessor, which approval shall not be unreasonably withheld, be entitled to mortgage, assign transfer or sub-let of the Leased Premises. However, no prior approval of the premises. PROVIDED THAT in the event that the Lessor fails to communicated in writing to the Lessee, its decision in relation to any mortgage, assignment, transfer or sub-lease proposed by the Lessee within 60 days of a proposal in that behalf being made by the Lessee to the Lessor in writing, the approval of the Lessor shall be deemed to have been given for such mortgage, assignment transfer or sub-lease(as the case may be). The Lessee shall intimate the Lessor about such mortgage, assignment, transfer or sub-lease of the leased Premises as aforesaid, and thereon (in the case of an assignment or transfer) all obligations of the Lessee under this Lease Agreement shall immediately and forthwith determine.

Clause 28:-

Nothing herein contained shall constitute a partnership or any other relationship between the parties except that of Lessor and Lessee.

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Clause 33:-

In the event of any dispute or difference between the parties hereto, the parties shall in the first instance attempt to settle/resolve such dispute or difference amicably by mutual consultation. In the event that the parties are unable to resolve the dispute within 30 days of its being referred to them, then either party may refer the dispute for resolution to a sole arbitrator who shall be jointly appointed by both parties or, in the event that the parties are unable to agree on the person to act as the sole arbitrator within 30 days after any party has claimed for an arbitration in written form, by three arbitrators, one to be appointed by each party with power to the two arbitrators so appointed, to appoint a third arbitrator. The arbitration shall be governed by the Arbitration and Conciliation Act,1996 as amended or re-enacted from time to time. The arbitration proceedings shall be conducted in the English language and the arbitration shall be held in Delhi.

17. Scope of work for the bidder:

PHASE I:

- a) The professional consultant to be appointed needs to study lease terms & conditions of land, prevailing laws, provisions and restrictions (if any) pertaining to construction & development of property in the area and existing arrangements being used by CHDA and CFCD.
- b) The Consultant shall prepare the report interalia in-line with the framework given in **Annexure VIII**. It is to be noted that the outline of the report given in Annexure VIII is indicative in nature and should not limit or confine the scope of the technical report in any way.
- c) The Consultant needs to give its recommendation within a period of 45 days as per following scope of work:
 - To work out existing ground coverage and FAR being used by CHDA including CFCD vis-à-vis permissible Ground coverage and permissible FAR considering latest norms in this regard as per MPD 2021, terms & conditions of property in the area including laws pertaining to heritage properties etc. conditions of land and other applicable laws related to construction and development.

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- To suggest various alternatives for suitable division of land in order to turn Centaur Hotel into a world class iconic Hotel and prepare a roadmap for the optimum utilization of Ground coverage, FAR in order to maximize revenue of HCI.
 - To consider bifurcation of entire Complex into two land parcels for CHDA and CFCD and develop both with all the required utilities and facilities to offer on O&M/sublease / Long term lease through a competitive bidding process to a third party to be operated independently with all its utilities and facilities in area earmarked for the unit.
- d) CHDA & CFCD with all necessary utilities and facilities to be offered on O&M/sub lease through a competitive bidding process to be operated by a third party independently .
- e) Implication of bifurcation of existing total land area of the unit on availability of permissible Ground coverage and FAR as per existing and applicable laws and provisions.
- f) In case of O&M/Sub- Leasing of Centaur Hotel including CFCD, the Consultant should do a detailed study of the pros & cons of each option, in addition to any other suitable options, and recommend viable options. The period and terms & conditions of various models including O&M and Sub-leasing should also be formulated and recommended by consultant keeping in mind various conditions of the lease terms of land of CHDA.
- g) To study its implications under various applicable laws,commercial viability and to protect interest and rights of HCI.
- h) The Consultant may also examine the applicability of provisions of heritage law, if any.
- i) The Consultant needs to study in detail all the possible ways and aspects to arrive at the most viable and feasible option/model for making CHDA a world class hotel and suggest methods for utilization of spare and unutilized land and maximization of revenue for HCI while protecting its overall interest keeping in view the market demand, potential and various applicable rules, regulations, restrictions in the area. After detailed analysis of each option, Consultant must submit its recommendation in a tabular form giving option wise pros and cons and likely revenue

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projection for each model. Consultant should also give detailed model terms of agreement with concessionaire for the suggested model.

- j) The appointed consultant should elucidate in the report their preferred approach to generate interest amongst prospective Lessees/Investors for O&M/Sub-Leasing of CHDA including CFCD. The Consultant may conduct pre-market survey, road shows, arrange meetings with the key investors, facilitate communication about the growth potential and articulate the key marketing themes & positioning of the unit.

Phase II:

- k) Based on the feasibility of the study, HCI will examine the possibilities recommended by consultant keeping in mind various conditions of the lease terms of land of Hotel and Flight kitchen and take necessary approval from the competent authority following which the Consultant is expected to implement the consentient strategy for O&M/Sub-Leasing of the unit , commercial utilization of the property. The Consultant will also act upon the finalized architectural plan for Ground coverage, FAR and maximization of revenue for HCI.
- l) The Consultant is required to undertake the following role during the Bidding and Developer/Operator Selection process:
- The consultant would be responsible for developing Request of Qualification (RFQ) document for pre-qualifying the potential bidders, Request for Proposal (RFP), Bid criteria and Concession Agreement (CA) documents for selecting the successful Bidder. The RFP /CA documents are required to be vetted legally by the legal consultant appointed and approved by HCI. The selection criteria for the developers at the pre-qualification stage as well as at the RFP stage will be finalized in successive consultation with the HCI.
 - The consultant shall prepare a robust contractual framework which defines relationship amongst the various stakeholders, HCI and the Lessor etc. and ensure the correct assignments of risks, duties and rewards. Consultant should develop a "Recommended Contractual Framework" that will include a term-sheet of the Concession Agreement. In the absence of specific enabling legislation, the Concession Agreement provides the regulatory framework required for the implementation of the proposed scheme. Further, the Concession Agreement ensures the Operator's rights, outlines

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its duties and seeks to place reasonable limits on its returns. Concession Agreement shall also include the standards and specifications for the implementation and performance standards for operations of this project.

- The consultant is required to make presentation in front of HCI/Air India whenever clarification is required for the same.
 - The consultant would extend their support in compiling relevant information for posing the project in front of the empowered institutions, if required, and other discussions with central government for their assistance. The liaison with the state and central governments shall need to be carried out by the consultant. However, HCI & Air India shall extend its possible assistance in getting approvals and sanctions from state and central government.
 - The Consultant shall provide assistance for pre-bid and all other meetings as and when required.
 - The consultant shall prepare RFQ document and evaluation criteria for the developer pre-qualification.
 - A team of specialists of the consultant shall evaluate the RFQ submission received in line with the agreed criteria and assist HCI/AI in shortlisting of qualified investors based on qualification criteria. The short-listing process will be clearly documented and be available for examination at a later date, if required.
- m) Based on evaluation criteria, the consultant shall evaluate the RFP proposals received from the bidders.
- n) The consultant shall play lead role and assist HCI/AI at every stage of transaction and shall have to work up to their satisfaction.
- o) While preparing RFQ, RFP, concession agreement (CA) and evaluation criteria, the consultant shall follow best practices and high standards for quality outcome.
- p) The consultant shall present their final ranking of the developer for approval by HCI.
- q) On approval of the ranking, the consultant shall bring the most preferred bidder/proposal. The consultant shall provide necessary assistance to finalize the contract successfully. The payments to the consultants shall be released as per the Payment Schedule given at Clause No. 29 . However, the final payment shall be released after the contract is signed and the developer take over the project, submits all bonds and guarantees necessary and security deposit towards take off of the project. The legal representative of the consultant will also be required during the process of finalizing the Concession Agreement.

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- r) Whenever required, the Consultant is expected to hire relevant experts without HCI being liable in any manner to the appointed Consultant. The fee quoted by the consultant should be inclusive of these expenditures.

18. Eligibility Criteria:

- a) Bidder should be a reputed professional consulting firm having experience of at least 5 years for providing PPP consultancy & transactions in Infrastructure, Hospitality & Management Sector, etc.
- b) The bidder should enclose the Certificate of Incorporation /Registration Certificate of Partnership Firm/ Relevant documents in respect of other entities, evidencing existence for five years or more.
- c) Consultants will be required to provide qualified personnel including experts in the relevant sectors of public-private partnerships, investment promotion, project preparation and appraisal, policy and legal issues etc.
- d) Conditions of Eligibility for Key Personnel:

Sr. No.	Key Personnel	Educational Qualification	Length of Professional Experience	Experience on Eligible Assignments
1.	Strategy- cum-PPP Expert (the "Team Leader")	Masters in Business Administration /CA / CFA /PGDM / CWA	Minimum 10 year of post-qualification experience in physical Infrastructure sector in project financing, Transaction Advisory, preparation of Revenue Model and/ or Bid Documents etc.	Should have led the team in preparation of Revenue Model and/ or Bid Documents for 5 (five) Eligible Assignments in Eligible Sectors*
2.	Architect Planner	Masters in Urban Planning / Bachelor in Architecture	Minimum 7 year's experience in Physical Infrastructure Sector	Should have worked as sector expert in at least Five (5) eligible projects*

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3.	Financial Expert	MBA/ PGDin Management/ CA/CFA/ CWA	Minimum 8 years of post-qualification experience in the field of project financing, Project Appraisal and Investment Analysis	Should have worked as financial expert in at least five (5) Eligible projects*
4.	Legal Expert	Law Graduate with specialization In Contract Law, Company Law/ International Contract Law	Minimum 5 years of post-qualification experience in the field of Contractual Law matters, Company Law matters and Project Contracts and Bid Documentation	Should have worked as legal expert in at least five (5) Eligible projects*

**Eligible projects and sectors as given in paragraph / clause 20*

- a) The Bidder /Applicant shall enclose with its Proposal, certificate(s) from its Statutory Auditors stating its total revenues from professional fees during each of the past three financial years (i.e. 2017-18, 2018-19 & 2019-20) and the fee received in respect of each of the Eligible Assignments/ projects specified in the Proposal. In the event that the Bidder /Applicant does not have a statutory auditor, it shall provide the requisite certificate(s) from the firm of Chartered Accountants that ordinarily audits the annual accounts of the Applicant.
- b) The Bidders / applicants shall submit the completion certificate / experience certificate / Client's appreciation certificate / Chartered Accountant's Certificate as documentary evidence of having completed the eligible assignments , for evaluation.
- c) The Bidder / Applicant shall be a single entity. Any kind of consortium or joint venture for bidding is not permissible.
- d) The interested Bidders fulfilling eligibility criteria mentioned in this clause 18 above are advised to go through the guidelines and if eligible, furnish the following certificate on their letter heads as a part of the Proposal :

1. "We certify that there has been no conviction by a Court of Law or indictment/adverse order by a regulatory authority for

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a grave offence against us or any of our sister concern(s). It is further certified that there is no investigation pending against us or our sister concern(s) or the CEO, Directors/Managers/Employees of our concern or of our sister concern(s). It is certified that no conflict of interest as defined in Ministry of Finance O.M. No. 5/3/2011 Policy dated 8th June, 2011 exists as on date and if in future such a conflict of interest arises, we will intimate the same to the HCI/ AI.

2. Further, we certify that as on the date we are not advising or acting on behalf of or associated with any other person or entity (including any company, partnership, proprietary concern or individual or an HUF or association of persons or body of individuals) which is engaged in the same line of business as that of the Hotel Corporation of India Limited- (HCI), in respect of any project of same nature as the project for which the Company (HCI) is proposing to select the consultant, except for the list of the mandates, duly signed by us, in the same line of business and for the same type of project as enclosed.
3. Further, we certify and undertake that for a period commencing from the date of our appointment (if so appointed) as the consultant till the completion of the job, we shall keep the HCI informed of any mandate/contracts entered into, to advise or action on behalf of or associate ourselves with, any other person or entity (including any company, partnership, proprietary concern or individual or an HUF or association of persons or body of individuals) which is engaged in the same line of business as that of the HCI, in respect of any project of same nature as the project in respect of which we have been appointed as the Consultant.”

- a) (The certificate should be signed by the authorized signatory of the Bidder.)
- b) *Note: The content of the certificate must not be changed. Clarification, if any, may be provided separately.*

19. EVALUATION AND SELECTION PROCESS ON QCBS (70:30)

The evaluation criteria for assessing the proposals of “The Bidder” are as follows, where in technical evaluation will have weightage of maximum 70% and financial evaluation will have weightage of maximum 30%. The technical evaluation of the bid would be carried out by applying the evaluation criteria specified below. Each respective technical bid will be

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attributed a technical score as per the following breakup:

TECHNICAL BID

Sr. No.	Parameters	Score (Marks)
A	Financial Capability (10 marks)	
	Annual Average Turnover** of the Applicant last three (3) financial years i.e. 2017-18, 2018-19 & 2019-20 - (10 MARKS)	
(i)	INR 25 Crores and above up to INR 100 Crores	4 marks
(ii)	Above INR 100 Crores and up to INR 250 Crores	6 marks
(iii)	Above INR 250 Crores and up to INR 500 Crores	8 marks
(iv)	Above INR 500 Crores	10 marks
B	Experience of Key Professionals (20 marks)	
(i)	Team Leader (6marks)	
	<i>With experience less than 10 years</i>	<i>1 mark</i>
	<i>experience of >10 and ≤15 years</i>	<i>3 marks</i>
	<i>experience of more than 15 years</i>	<i>6 marks</i>
(ii)	Finance Expert (5marks)	
	<i>With experience less than 8 years</i>	<i>1mark</i>
	<i>With experience of >8 and ≤10 years</i>	<i>3 marks</i>
	<i>With experience of more than 10 years</i>	<i>5 marks</i>
(iii)	Legal Expert (5marks)	
	<i>With experience less than 5 years</i>	<i>0 marks</i>
	<i>experience of >5 and ≤ 8 years</i>	<i>2 marks</i>
	<i>With experience of >8 and ≤ 10 years</i>	<i>4 marks</i>
	<i>With experience of more than 10 years</i>	<i>5 marks</i>
(iv)	Architectural Planner (4marks)	
	<i>with experience less than 7 years</i>	<i>1marks</i>
	<i>With experience of >7 and ≤10 years</i>	<i>3 marks</i>
	<i>With experience of more than 10 years</i>	<i>4 marks</i>

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C	Firm's Experience – Completed Eligible Assignments (25 marks)–Feasibility projects	
(i)	2 projects	5 marks
(ii)	3 projects	10 marks
(iii)	4 projects	15 marks
(iv)	5 projects	20 marks
(v)	6 or more Projects	25 marks
D	Firm's Experience – Completed Eligible Assignments(25 marks)–Transaction projects	
(i)	2 projects	5 marks
(ii)	3 projects	10 marks
(iii)	4 projects	15 marks
(iv)	5 projects	20 marks
(v)	6 or more Projects	25 marks
E	Approach and Methodology (20 marks) Consultant's understanding of the client requirements and methodology to achieve the desired goals as set out in the RFP for which a detailed presentation would have to be given by bidder before the competent authority.	Marks out of 20 based on assessment by HCI

***Professional fee should be duly certified by statutory body like Chartered Accountant or Independent Auditors who are competent to do so as recognized by the State concerned.*

Note: Only the bidders scoring minimum of 70 marks out of the max score out of 100 will be technically shortlisted for opening of financial bid

20. Eligible Projects:

- a) For the purposes of satisfying the Conditions of Eligibility and for evaluating the Proposals under this RFP, below projects executed with government organization or private clients with required proof of satisfactory completion, shall be considered.
- b) Experience of feasibility studies covering demand forecasting, market research, planning, financial and economic analysis for hotel projects. (Minimum 100 rooms)

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- c) Transaction Advisory Services for Hotel Projects. (Minimum 100 rooms) – Buy/sale transaction, PPP, Management contract, lease transaction.
- d) Following sectors are deemed as eligible sectors:
- i. Hotels
 - ii. Resorts
 - iii. Tourism

21. REQUIREMENT FOR FINANCIAL BIDS

- a) The Bidder is required to quote the Financial Bid as a cumulative fixed amount inclusive of fees for both the phases (phase I & II) in Indian Rupees. The fee quoted by the Bidder should **include all the applicable taxes, cess, duties etc. excluding GST** which shall be payable extra as applicable. However, GST charged in the tax invoice/debit note/revised tax invoice by the bidder shall be released separately to the bidder only after bidder files the outward service details in GSTR-1 on GSTN portal and reconciliation of inward service is done by HCI with corresponding details of outward service of bidder and supplier accept the changes made by HCI and has paid the GST at the time of filling the monthly return.
- b) The fee quoted should be unconditional. All travel related expenses and all the other expenses including those related to due diligence would have to be borne by the Consultant.
- c) The Bidders will be liable to pay taxes/duties/cess etc. applicable as per prevailing law at their end.
- d) The HCI reserves the right to foreclose the Project and assignment at any stage and the Consultant shall be required to abide by the same. The HCI shall pay the consultant according to the percentage of work completed by it as proposed in the payment schedule. No further claim of any compensation or whatsoever in nature for such foreclosure would be entertained or payable in this regard.
- e) For financial evaluation, the fee quoted in the financial proposal will be considered. The financial proposal shall be evaluated as follows:

Financial Proposal	Lowest bid	100%	30 Marks obtained
	Other bids	Calculation of financial score : {(Minimum financial bid / Financial bid under consideration)* 30}	

The financial evaluation will be carried out as mentioned above on

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Quality and Cost Based Selection. The competent Authority will determine whether the Financial Proposals are complete, unqualified and unconditional. The fee indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of service.

22. SUBMISSION OF PROPOSAL

Proposals have to be submitted by mentioning the page number on each document and are to be submitted in sequence as per the following directions:

a. Envelope-1 (sealed/Closed) Technical Bid –Part A :

Should be superscribed “Technical Bid (Prequalification Bid) – Part-A: RFP No. HCI/RFP/2020/101 dated 16.09.2020 for REQUEST FOR PROPOSAL FOR SELECTION OF CONSULTANT .

It should contain Covering letter on the Letter Head of Company/Firm for Bid submission by the Bidder enlisting documents attached indicating the page number. Profile of the organization with full particulars of the constitution, ownership and business activities. Envelope should be clearly marked as ENVELOPE -I (EMD and other documents) and should mention name of bidder. Other documents required to be enclosed in the Envelope I are as given below :

- Authority letter authorizing the person of the bidder to sign the proposal and other documents.
- All Certificates, duly signed and stamped by the authorized signatory of the bidder.
- Certificate, duly signed by the authorized signatory of the bidder certifying that in case of appointment, the agreement of this RFP would be signed by the bidder.
- Certificate that in case any of the members of the bidder team indicated in the proposal is not available for any reason like resignation etc. a person of equal qualification and experience would be made available with the approval of Authority.
- Refundable Earnest Money of Rs.1,00,000/-(One Lakh only) (to be refunded after selection of Consultants) by way of Bank Draft/Pay order (of any Scheduled Indian Bank)/ NEFT (Axis Bank, IFSC code UTIB0000119 Account No. 914020052142952) towards Bid Security payable at Delhi/New Delhi in favor of Hotel Corporation of India Limited. This EMD will not bear any interest.
- A certificate stating to provide Security Deposit / Performance Guarantee of 5% of the total professional fee valid for a period of 7 months from the date of the appointment letter for successful bidder.
- A certificate, that the Performance Guarantee would be extended suitably if the project is not completed within a period of 6 months.

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- Certificate on submission of unconditional bid in the format at **Annexure-IV**.
- Non Disclosure Agreement by the bidder on company's letter head in the format at **Annexure- X**
- Technical bid along with all schedules, certificates & Annexures, duly filled in, page numbered & signed & stamped by authorized signatory of Bidder.

b. Envelope 2 (sealed / Closed) Financial Bid – Part B :

Should be super scribed "Financial Bid – Part-B : RFP No. HCI/RFP/2020/101 dated 16.09.2020 for REQUEST FOR PROPOSAL FOR SELECTION OF CONSULTANT

- The Financial bid should be submitted in the format as per **Annexure-V**: Bids with any conditionality shall stand summarily rejected.

Note: Financial Bid, to be opened only of those bidders who qualify in the technical evaluation. The technically qualified bidders shall be informed accordingly for scheduled date and time of opening of Financial Bids. Envelop should be clearly marked as **ENVELOPE-II** (Financial bid) and should mention name of bidder.

c. Envelope 3 (Sealed/Closed) Master Envelope:

Envelope 1 – sealed (Technical Bid Part A) and Envelope 2 – sealed (Financial Bid Part B), both be put in Envelope 3 (Master Envelope) which should also be securely Sealed/Closed and be superscribed with Quotation for RFP No. HCI/RFP/2020/101 dated 16.09.2020 Due on 19.10.2020.

Bidders Name & Address with contact details must be written at one of the corners of this envelope.

Pre-Bid Meeting

- A Pre-Bid meeting will be held on 12.10.2020. The interested bidders are required to send in their queries by 08.10.2020. The venue for the Pre-Bid meeting will be at Centaur Hotel, New Delhi.
- The proposal should be sent by 1430 hours (IST) on 19.10.2020. The proposal must be sent in hard copies only. The proposal received after the appointed day and time will be summarily rejected. For any clarifications or details, the parties are advised to contact Vice President, HCI, Centaur Hotel Delhi Airport, IGI Airport, New Delhi [Tel. 011-25652242,25607502](tel:011-25652242) email vp.hci@airindia.in.

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23. Rejection of Bids (Technical Bid & financial Bid) : The Technical & financial Bids received in response to this RFP, will be rejected forthwith without evaluation on the following grounds : -

- a) If the Technical Bid and / or the financial Bid has been received after due date and time or received by EMail/Fax.
- b) If only the Technical Bid has been received and the financial Bid has not been received, and vice versa.
- c) If the Technical Bid and / or the financial Bid have been received unsigned / incomplete or in open condition.
- d) If the Technical Bid has been received without EMD or lessor amount of EMD submitted OR if the EMD has been submitted in a mode other than as specified in the RFP.
- e) Bids not accompanying required information and documents are liable to be rejected. Any request for subsequent submission of any information / documents may not be entertained.
- f) Conditional bids (Technical/ financial bid) and bids not filled in the manner and/or as per format shall be rejected.

24. Technically Disqualified Bids:

- a) financial bids of the technically disqualified bidders would be returned to them after finalization of the Contract, under intimation and against acknowledgement from the bidders.
- b) In case, a bidder fails to collect the financial Bid within the stipulated time of 30 days, after receiving the intimation, no further query shall be entertained in this regard, after expiry of 30 days' time.

25. Procedure for Selection of the Consultants

- 25.1 Qualified interested Bidders would be required to make a presentation of their credentials, for the proposed project, before the Committee of HCI at Centaur Hotel Delhi Airport, IGI Airport, New Delhi. The time/date of the presentation will be posted on the website of HCI www.centaurhotels.com and AIL website www.airindia.in in due course. Only the Team Leader of the Core Team shall make the presentation.
- 25.2 HCI would evaluate the Bidders on the criteria mentioned in clause 19 above based on their presentation and Proposals received and shortlist them for the purpose of opening of their Financial Bids. Only the bidders scoring minimum of 70 marks out of a max score of 100 will be technically shortlisted for opening of financial bid.
- 25.3 After the short listing of Bidders based on their presentations and

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technical evaluation, HCI would open the Financial Bids of only shortlisted Bidders. The shortlisted bidders, if they so desire, may remain present at the time of opening of the financial bids. The qualifying marks and the marks scored by the shortlisted bidders will be announced before opening of the financial bids.

25.4 The marks scored by the shortlisted bidders in the technical evaluation will then be given a weightage of 70. Similarly, the financial bids of the shortlisted bidders will be given a weightage of 30.

25.5 The bidder scoring the highest total points/marks based on the above principles would be appointed as Consultant for the project.

26 Termination of the Assignment

26.1 In case it is found during the course of the project or at any time before award of the assignment or after its execution and during the period of subsistence or after the period thereof, that one or more of the terms and conditions laid down in this request for proposal has not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Consultant/ Advisor.

26.2 Also if the Selected Bidder has already been appointed as the Consultant, as the case may be, the same shall, notwithstanding anything to the contrary contained in this RFP, be liable to be terminated, by a communication in writing by HCI to the Selected Bidder without HCI being liable in any manner whatsoever to the Selected Bidder. This notice may be not less than 10 days written notice of termination to the selected bidder/consultant.

26.3 This action will be without prejudice to any other right or remedy that may be available to HCI under the Bidding Documents, or otherwise. However, before terminating the assignment, a showcause notice stating why its appointment should not be terminated would be issued giving it an opportunity to explain its position.

26.4 In any of the aforementioned cases in Paragraph 25, the termination of the selected bidder would result in forfeiture of the Performance Guarantee.

27 Non-disclosure Agreement

Bidders / Applicant would be required to sign the non-disclosure agreement as per Annexure - X. Failure to sign the same would lead to rejection of their bid.

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28 Time period

The deliverables of the project from the date of issue of LOI are as follows:

Phase I:

Sr. No.	Deliverables	Timeline (from date of issue of appointment letter)
1	Feasibility study	45 Days

Phase II:

After necessary approval of the feasibility report by the competent authority:

Sr. No.	Deliverables	Timeline (from date of approval of feasibility report)
1	Inception Report & Issue of RFQ document	15 Days
2	Pre Bid Conference	25 Days
3	Issue of RFP document, draft LOI/ draft CA	35 Days
4	Submission of Bids	55 Days
5	Signing of Concession Agreements	90 Days
6	Handing over of Hotel property to the successful bidder	120 days

29 Payment Schedule and Payment Terms

The following table details out the payment structure against the deliverables for each sub- project:

Phase I:

Sr. No.	Deliverables	Payment
1	Feasibility study	20%

Phase II:

Sr. No.	Deliverables	Payment
1	Inception Report & Issue of RFQ document	10%

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2	Pre Bid Conference	10%
3	Issue of RFP document, draft LOI/ draft CA	10%
4	Submission of Bids	20%
5	Signing of Concession Agreements	10%
6	Handing over of Hotel property to the successful bidder	20%

Payment within 15 day of submission of the report and its acceptance by HCI.

30 Penalty/Liquidated Damages:

Completion of study, submission of reports, its implementation and finalization of agreement within the given time frame as stipulated in RFP documents is the essence of this contract/agreement. In case of any delay/error in completion of services on the part of the selected bidder in phase I & phase II due to the gross negligence/inordinate delay or omission by the service provider/bidder or any of its employees that causes any loss to HCI, the HCI may impose/recover the same from the invoices/SD of the selected bidder to the extent of the 5% of the total invoice value /consultancy fee.

31 Earnest Money Deposit (EMD) :

- a) RFPs received without EMD or lesser amount of EMD or received in different mode, will be rejected.
- b) EMD so deposited shall not carry any interest.
- c) In case, the selected bidder refuses to accept the LOI/Contract OR fails to abide by any terms of the RFP, fails to commence the work within stipulated time, EMD shall be forfeited.
- d) In case of selected bidder, EMD can be adjusted in Security Deposit as a special case.
- e) In case of unsuccessful bidders, EMD shall be refunded without interest, within a reasonable time after finalization of the RFP.

32 Security Deposit (SD) :

- a) The selected bidder, on award of LOI/ Contract, shall deposit, and continue to maintain for the entire period of agreement plus one month additionally, a sum equivalent to **5% of the value of Contract/Agreement** as estimated by "HCI". The SD may be in the form of Demand Draft/ Banker's cheque / 'Bank Guarantee" from a Scheduled/Nationalized Bank.
- b) The SD has to be deposited at the time of commencement of the contract but positively before submission of 1st Bill.
- c) In case, SD is not deposited in time, the bills shall not be processed

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forpayment.

- d) In case of breach of Contract OR violation of any terms of the Contract, the SD may be forfeited.
- e) The SD shall not bear any interest, and shall be refunded without interest only on successful completion of all the contractual obligations.

33 Rates offered & Validity :

- a) Rates to be quoted only in INR and as per the format given in the financial Bid Form Part-B. Any deviation in the format OR conditional quote may liable to be rejected.
- b) The Quoted financial should be valid for 120 days from the date of opening of the financial bids, for consideration of HCI. All prices be clearly written / typed both in words and figures without any overwriting. Overwriting, if any, should be counter signed by the bidder . In case of any discrepancy, the amount written in words shall be considered as final for the purpose of evaluation of the financial Bid.

34 Rate Negotiations:

It is not the general practice of "HCI" to carry out Post bid Negotiations. Therefore, Bidders are advised, in their own interest, to submit their best quotes in response to this RFP. "HCI", however reserves the right to carry out negotiations after evaluation of financial bids in exceptional cases with the L-1 bidder.

35 Interpretation:

In the event of any difference in the interpretation of any of the clauses of the Service contract / Agreement and /or the RFP document, the clarification given by "HCI", shall be final and binding.

36 Relationship:

The relationship shall be on 'Principal to Principal Basis'. Nothing contained shall be construed or interpreted as constituting a partnership agency or joint venture or any association between the parties. Neither party shall have any right, power or authority to enter into any agreement or act in any manner on behalf of the other.

37 Jurisdiction:

The construction, interpretation, validity and performance of this Contract / Agreement shall be governed by the laws of India. Any disputes arising out of implementation of the Contract between "HCI" and Service Provider, whatsoever shall be subject to the Jurisdiction of New Delhi / Delhi Courts only.

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Annexure- I

Declaration by the Bidder

We, the undersigned (“**Bidder**”) are submitting our bid in respect of the Request for Proposal No. HCI/RFP/2020/101”) issued by the HCI (hereinafter Authority) in relation to and in this connection we hereby solemnly affirm, declare and undertake as follows:

1. Details of the Bidder as disclosed in Appendix-A enclosed herewith are true and correct on date.
2. There has been no conviction by any court of law or indictment /adverse order by any statutory or regulatory authority for a Grave Offence against us or any of our Indian Sister Concern’s or any of our promoters or directors or that of our Indian Sister concern’s during the last ten years. We further state that we have not been black listed by any Govt. Agency.
3. No enquiry /investigations for any Grave Offence is pending against us or any of our sister concern’s or any of our or our Indian sister concern’s directors, managers and /or other senior Managerial Personnel by any regulatory authority and /or government agency.
4. The details of enquiry/investigations for non-Grave offences pending against us/our sister concer’s/our sister concern’s directors, managers and/or other senior Managerial Personnel by any regulatory authority and/or government agency are disclosed in **Appendix-B** enclosed herewith.
5. There is no conflict of interest with respect to the proposed project as on date.
6. During the tenure of our engagement for the proposed project, we shall keep the authority informed, without delay, of any situations, circumstances, relationships, possible source or potential areas of conflict of interest in the format enclosed as **Appendix-C** herewith and we shall not take up work in relation to any such assignment without obtaining prior approval of the Authority and granting of such approval shall be the sole discretion of the Authority and shall be binding on us.

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7. We ourselves and/or for/with or in association with or on behalf of or through any other Entity, shall not take up any advisory or consulting assignment or render any services on a similar project or any other project which could have a direct Conflict of Interest, in any manner or capacity to a Competitor of the Authority during the term of our engagement in respect of the Proposed project without prior written approval of the Authority and granting of such approval shall be the sole discretion of the Authority and shall be binding onus.
8. We have put in place a robust mechanism to resolve any Conflict of Interest situations and circumstances that may arise or result while conducting our business or rendering of services and where-so-ever any Conflict of Interest or potential for Conflict of Interest may arise, we shall take reasonable steps to resolve the same forthwith in a fair and equitable manner. During the term of our engagement we shall ensure to and continue to exercise adequate due diligence for identifying and removing any areas, source, situations and circumstances of conflict and mitigating the effects of such conflicts to the satisfaction of the Authority, in case any such Conflict of interest (or apparent conflict of interest) arises or results in relation to the Proposed project.
9. We have laid down an internal code of conduct for governing our internal procedures and operations and have prescribed the standards of appropriate conduct for our employees and officers for carrying out their duties and responsibilities with a view to appropriately ensuring proper maintenance of professional excellence and standards with integrity, confidentiality, objectivity and have made provisions for identification, avoidance and resolution of conflict of interests and for disclosure of shareholdings and interests, etc., in terms of applicable laws.
10. We understand that:
 - a. In cases where existing Conflict of Interest (or apparent conflict of interest) is disclosed by us, the Authority would be entitle to initiate appropriate actions to eliminate or address or mitigate or neutralize the conflict through or by restricting or modifying the work to be performed by us in respect of the Proposed project. Authority may also terminate our engagement for the proposed project, in whole or in part, if such termination is absolutely necessary in view of the Authority to avoid the appearance of a

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Conflict of Interest.

- b. The Authority would be entitled to terminate our appointment if any of the affirmation/declaration/undertaking given by us is found to be false or misleading in any manner or not adhered or fulfilled or complied by us.

- c. If at any time after our appointment as a Consultant, either we or any of our Indian Sister Concern or the respective promoters/directors is convicted by a court of law in India or any indictment/adverse order is passed by a regulatory authority in India for a Grave Offence, we shall stand disqualified from continuing as Consultant to the Authority and shall be bound to inform them without any delay and shall voluntarily withdraw from the Proposed project failing which the Authority may terminate our appointment after giving an opportunity of being heard.

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Appendix-A

BIDDER DETAILS

RFP No.: HCI/RFP/2020/101

Dated: 16.09.2020

Subject:-REQUEST FOR PROPOSAL FOR SELECTION OF CONSULTANT to Study lease terms & conditions of land, prevailing laws, provisions and restrictions (if any) to suggest and implement the proposal for Operation and Maintenance / sub-leasing of the unit of **Centaur Hotel Delhi Airport (CHDA)** including **Chefair Flight Catering Delhi (CFCD)** under Management Contract by Hotel Corporation of India Limited "HCI" (a subsidiary of Air India Limited "AIL") besides suggesting and implementing optimum utilization of land including construction and development of property in the area of HCI.

Name of the Bidder	
Address: Registered Office: Corporate Office Tel: Email: PAN No.: GST No.: Details of Bank (Name & address of bank ,A/c No. , IFSC code etc)	
Constitution	Company/Partnership/LLP/Others (If selected others, please provide the nature of constitution)
SEBI registration no, if registered with SEBI	
Details of registration with other professional statutory Bodies	

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Appendix-B

DETAILS OF PENDING ENQUIRY/INVESTIGATIONS

RFP No.: HCI/RFP/2020/101

Dated: 16.09.2020

Subject:-REQUEST FOR PROPOSAL FOR SELECTION OF CONSULTANT to Study lease terms & conditions of land, prevailing laws, provisions and restrictions (if any) to suggest and implement the proposal for Operation and Maintenance / sub-leasing of the unit of **Centaur Hotel Delhi Aiport (CHDA)** including **Chefair Flight Catering Delhi (CFCD)** under Management Contract by Hotel Corporation of India Limited "HCI" (a subsidiary of Air India Limited "AIL") besides suggesting and implementing optimum utilization of land including construction and development of property in the area of HCI.

Sr.No	Name of the Sister Concern(s)/ concerned person(s) against whom the enquiry/investigation has been initiated	Relation ship with the bidder	Name of the investigating agency	Nature of pending enquiry/ investigation and law under which the enquiry has been initiated	Brief facts/interim orders/other relevant information in respect of the pending enquiry/investigation

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Appendix-C

**DETAILS OF PRESENT/POTENTIAL CONFLICTS/FACTS OR INTERESTS
 THAT MAY BE DEEMED AS POTENTIAL CONFLICT OF INTEREST**

RFP No.: HCI/RFP/2020/101

Dated: 16.09.2020

Subject:-REQUEST FOR PROPOSAL FOR SELECTION OF CONSULTANT to Study lease terms & conditions of land, prevailing laws, provisions and restrictions (if any) to suggest and implement the proposal for Operation and Maintenance / sub-leasing of the unit of **Centaur Hotel Delhi Airport (CHDA)** including **Chefair Flight Catering Delhi (CFCD)** under Management Contract by Hotel Corporation of India Limited "HCI" (a subsidiary of Air India Limited "AIL") besides suggesting and implementing optimum utilization of land including construction and development of property in the area of HCI.

Sr. No	Name of the Entity, in which interests Conflicts exist/may arise	Relations hip of the Bidder with the Entity	Nature/reason of conflict/potential conflict	Duration of the subsistence of conflict, if any	Such other information as may be relevant and material in deciding whether there is a conflict/potential conflict of interest

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Annexure-II

FORMAT OF THE COVERING LETTER WHICH MUST BE SUBMITTED BY
THE BIDDER/CONSULTANT FILLED IN

COVERING LETTER ON THE LETTER HEAD OF BIDDER MUST BE
SUBMITTED BY THE BIDDERS, DULY FILLED IN, SIGNED AND STAMPED IN
SEALED ENVELOPE SUPERSCRIBED WITH RFP NO. HCI/RFP/2020/101 SO
AS TO REACH US BY/ BEFORE 1430 hrs. 19.10.2020

RFP No.: HCI/RFP/2020/101

Dated: 16.09.2020

Subject:-REQUEST FOR PROPOSAL FOR SELECTION OF CONSULTANT

Date:

To

Vice president
Hotel Corporation of India Limited

SUB: RFP for SELECTION OF CONSULTANT to Study lease terms & conditions of land, prevailing laws, provisions and restrictions (if any) to suggest and implement the proposal for Operation and Maintenance / sub-leasing of the unit of Centaur Hotel Delhi Airport (CHDA) including Chefair Flight Catering Delhi (CFCD) under Management Contract by Hotel Corporation of India Limited "HCI" (a subsidiary of Air India Limited "AIL") besides suggesting and implementing optimum utilization of land including construction and development of property in the area of HCI.

Dear Sir,

With reference to your proposal for the above subject, We/I hereby submit our / my bid in two Parts i.e.; Part-A Technical bid and Part-B Financial-bid as per RFP and instructions in the RFP documents.

Part-A: Technical Bid:

The following documents duly filled in, signed and stamped are hereby submitted for the subject matter:

- i. Covering letter.
- ii. Your terms and conditions of RFP document along with Annexure-AA, I

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- to IV & VI to IX duly filled up, signed and stamped on each page in token of acceptance of the same in its entirety.
- iii. Requisite Bid Security/EMD.
 - iv. Supporting documents for eligibility/ evaluation in accordance with RFP criteria.
 - v. Non Disclosure Agreement Annexure X.
 - vi. Any other document as per RFP.

Part-B: Financial bid as per format at **Annexure-V**.

We/I hereby declare that We/I have not been debarred or black listed from bidding for contracts in any of the departments of Govt./Semi Govt./Public Sector Undertaking and Local Bodies.

We/I certify that the information given by us/me as per RFP documents is correct and if at any stage the same is found to be incorrect, the contract will be liable to be rejected/terminated and action may be taken against us/me for damages.

We are/I am duly authorized/empowered to sign the RFP documents and my/ ours particulars are as under:-

- 1. Name of the Bidder
- 2. Full Postal Address:
-
- c) Fax
- d) Phone: Office Residence
- e) Mobile:
- f) E-mail.....

Yours faithfully,

(SIGNATURE OF THE BIDDER WITH SEAL)

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Annexure-III

**Format of undertaking on Letter Head of the Bidder for Signing of
Consultancy Agreement**

RFP No.: HCI/RFP/2020/101

Dated: 16.09.2020

Subject:-REQUEST FOR PROPOSAL FOR SELECTION OF CONSULTANT to Study lease terms & conditions of land, prevailing laws, provisions and restrictions (if any) to suggest and implement the proposal for Operation and Maintenance / sub-leasing of the unit of **Centaur Hotel Delhi Airport (CHDA)**including **Chefair Flight Catering Delhi (CFCD)**under Management Contract by Hotel Corporation of India Limited "HCI" (a subsidiary of Air India Limited "AIL") besides suggesting and implementing optimum utilization of land including construction and development of property in the area of HCI.

This is to certify that I/we have perused and understood all terms and conditions laid down in the RFP documents. I/we further certify that we have submitted our proposal for consideration of the Authorities in accordance with terms and conditions of the RFP documents and we undertake to sign the Agreement as per format at Annexure-IX and is unconditional.

Seal with signatures of authorized signatory of the Bidder

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Annexure-IV

Format of Unconditional Bid on Letter Head of the Bidder

RFP No.: HCI/RFP/2020/101

Dated: 16.09.2020

Subject:-REQUEST FOR PROPOSAL FOR SELECTION OF CONSULTANT to Study lease terms & conditions of land, prevailing laws, provisions and restrictions (if any) to suggest and implement the proposal for Operation and Maintenance / sub-leasing of the unit of **Centaur Hotel Delhi Airport (CHDA)** including **Chefair Flight Catering Delhi (CFCD)** under Management Contract by Hotel Corporation of India Limited "HCI" (a subsidiary of Air India Limited "AIL") besides suggesting and implementing optimum utilization of land including construction and development of property in the area of HCI.

This is to certify that the fee quoted for the "project" is in accordance with the terms and conditions laid down in the Request for Proposals and confirm our unconditional acceptance of all terms and conditions of the tender.

Company Seal with signatures of authorized signatory of the Bidder

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Annexure-V

Format of Financial Bid on the Letter head of the Bidder

RFP No.: HCI/RFP/2020/101

Dated: 16.09.2020

Subject:-REQUEST FOR PROPOSAL FOR SELECTION OF CONSULTANT to Study lease terms & conditions of land, prevailing laws, provisions and restrictions (if any) to suggest and implement the proposal for Operation and Maintenance / sub-leasing of the unit of **Centaur Hotel Delhi Aiport (CHDA)** including **Chefair Flight Catering Delhi (CFCD)** under Management Contract by Hotel Corporation of India Limited "HCI" (a subsidiary of Air India Limited "AIL") besides suggesting and implementing optimum utilization of land including construction and development of property in the area of HCI.

Sr No.	Description of Work	Total fee (in Indian Rupees)	
1.	Consulting Services to study lease terms & conditions of land, prevailing laws, provisions and restrictions (if any) pertaining to construction & development of property in the area, existing arrangements being used by Centaur Hotel Delhi Airport (CHDA) including Chefair Flight Catering Delhi (CFCD) at Delhi	[In numbers]	
		[In words]	
GST Applicable in percentage			

Please Note:

1. Fee structure and payment terms shall remain strictly as indicated above. Fee shall be quoted as a fixed amount in Indian Rupees. Conditional proposal shall be summarily rejected.
2. The above quoted fee shall include all expenses such as legal fees and out of pocket expenses, etc. to be incurred by the Consultant to complete the assignment.
3. The bids shall be evaluated on Quality and Cost Based Selection as defined in clause 19.
4. Terms of Payment will be as indicated in the RFP document.
5. In case of mismatch in number and the words quoted; the fee in words will be taken as correct for all purposes.
6. Since the bid is inclusive of all taxes (Except GST), any additional liability of tax that may arise either on account of change in tax rate or additional taxes by the Central or State Governments, shall be the responsibility of the bidder.

Company Seal with signatures of authorized signatory of the Bidder

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Annexure-VI

Abstract of Eligible Assignments of the Bidder

RFP No.: HCI/RFP/2020/101

Dated: 16.09.2020

Subject:-REQUEST FOR PROPOSAL FOR SELECTION OF CONSULTANT to Study lease terms & conditions of land, prevailing laws, provisions and restrictions (if any) to suggest and implement the proposal for Operation and Maintenance / sub-leasing of the unit of **Centaur Hotel Delhi Airport (CHDA)** including **Chefair Flight Catering Delhi (CFCD)** under Management Contract by Hotel Corporation of India Limited "HCI" (a subsidiary of Air India Limited "AIL") besides suggesting and implementing optimum utilization of land including construction and development of property in the area of HCI.

Sr. No.	Name of Project	Name of Client	Work Order Amount	Full and final Consultancy/Advisory fee received by the Bidder(Rs in lakh)
(1)	(2)	(3)	(4)	(5)
1				
2				
3				
4				
5				

The Bidder should provide details of only those assignments that have been undertaken by it under its own name.

Certificate from the Statutory Auditors or Chartered Accountant

This is to certify that the information contained in the table above is correct as per the accounts of the Bidder and/ or the clients.	
(Signature, name and designation of the Authorized Signatory)	
Date	Name and seal of Audit firm:

Bidder shall submit the certificate from its statutory auditor or a chartered accountant.

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Annexure-VII

Financial Capacity of the Bidder

RFP No.: HCI/RFP/2020/101

Dated: 16.09.2020

Subject:-REQUEST FOR PROPOSAL FOR SELECTION OF CONSULTANT to Study lease terms & conditions of land, prevailing laws, provisions and restrictions (if any) to suggest and implement the proposal for Operation and Maintenance / sub-leasing of the unit of **Centaur Hotel Delhi Airport (CHDA)** including **Chefair Flight Catering Delhi (CFCD)** under Management Contract by Hotel Corporation of India Limited "HCI" (a subsidiary of Air India Limited "AIL") besides suggesting and implementing optimum utilization of land including construction and development of property in the area of HCI.

Sr. No.	Financial Year	Annual Turnover (Rs. in crores)
Certificate from the Statutory Auditor/Chartered Accountant		
This is to certify that..... (Name of the Bidder) has received the payments shown above against the respective years on account of professional fees.		
(Signature, name and designation of the authorised signatory)		
Date:	Name and seal of the audit firm:	

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Annexure-VIII

Feasibility and Revenue model of the subject property

RFP No.: HCI/RFP/2020/101

Dated: 16.09.2020

Subject:-REQUEST FOR PROPOSAL FOR SELECTION OF CONSULTANT to Study lease terms & conditions of land, prevailing laws, provisions and restrictions (if any) to suggest and implement the proposal for Operation and Maintenance / sub-leasing of the unit of **Centaur Hotel Delhi Airport (CHDA)** including **Chefair Flight Catering Delhi (CFCD)** under Management Contract by Hotel Corporation of India Limited "HCI" (a subsidiary of Air India Limited "AIL") besides suggesting and implementing optimum utilization of land including construction and development of property in the area of HCI.

1. Review of the Property

The consultant shall conduct a formal inspection of the Properties to assess the physical attributes and other aspects including a review of the property's product and facilities offering, location and accessibility, general environment and surroundings.

2. Hospitality Sector Overview

- The consultant shall provide an overview of tourism trends and lodging demand dynamics for the New Delhi market along with an analysis of the main lodging demand generators for the market and future demand-supply scenario.
- This shall include an analysis of historical market wide performance trends for the New Delhi hospitality market, analysis of existing and proposed competitive hotel inventory and a study of various infrastructural factors that may have potential to influence lodging demand levels in the subject market will be analysed.

3. Market Assessment of Core Real Estate Sectors in the City

The consultant shall provide an assessment of core real estate sectors including Retail, Office, MLCP (Multi-level Car Parking) and others, as relevant and provide a demand & catchment analysis to understand current & future anticipated demand- supply trends for various real estate asset classes in the micromarket.

4. Technical Review

- The consultant shall carry out a high-level review of repairs and

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maintenance and any major capital expenditure required for the hotel and flight kitchen.

- The consultant shall also carry out a high-level structural and technical assessment of the existing hotel / flight kitchen facilities as well as supporting hotel facilities and provide recommendations for potential relocation of support facilities. to enable the alternate use of land available. Utilities like STPs, ETPs, Electric substations, location of DG sets, cooling towers, Parking etc. as well as other installations like substation etc. need to be assessed.

5. Product Conclusions and Recommendations:

The Consultant shall provide a summary of market research with past trends on supply / absorption / pricing etc and an assessment of demand for various property segments and recommendations for development across various asset classes (hospitality, retail, office) keeping in mind prevalent FSI and usage norms.

6. Highest and Best Use Study and Detailed Product Mix

Recommendations:

- The Consultant shall suggest the best remunerative product mix for the said development along with supporting rationale based on the Highest and Best Permissible Use for Hotel and Flight kitchen and also the vacant and unused land area along with development scheduling & a phasing strategy for various scenarios with indicative project timelines.
- The Consultant shall provide detailed revenue assumptions for all envisaged real estate asset classes including financial projections for Hotel including Flight kitchen, achievable pricing and expected revenues with cash flow projections for each asset class & Receivables in terms of benchmarked Capital sales price and rental values and likely absorption periods for the complete development.
- This shall include projections of year-to-year project cash flows for each asset class including a detailed Revenue and Expense Statement and consolidated cash flows for there commended development mix, as well as key financial indicators/KPI's for the project for various scenarios- Project returns assessment, in terms of Net Present Value (NPV), Internal Rate of Return OR Return on Investment (ROI) as relevant.
- The Consultant shall provide recommendations and conclusions for an equitable lease structure, as per prevalent market and industry norms.
- The Consultant shall also provide a speculative list of potential partners who could be evaluated for an O&M/Lease Structure for the Hotel and Flight Kitchen.

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Annexure-IX

Format of Agreement for Advisory Services

RFP No.: HCI/RFP/2020/101

Dated: 16.09.2020

Subject:-REQUEST FOR PROPOSAL FOR SELECTION OF CONSULTANT to Study lease terms & conditions of land, prevailing laws, provisions and restrictions (if any) to suggest and implement the proposal for Operation and Maintenance / sub-leasing of the unit of **Centaur Hotel Delhi Airport (CHDA)** including **Chefair Flight Catering Delhi (CFCD)** under Management Contract by Hotel Corporation of India Limited "HCI" (a subsidiary of Air India Limited "AIL") besides suggesting and implementing optimum utilization of land including construction and development of property in the area of HCI.

Agreement

THIS AGREEMENT (hereinafter referred to as "Agreement") is made at New Delhi on this ----- day of ----- BY AND BETWEEN HOTEL CORPORATION OF INDIA LIMITED (herein after referred to as "HCI" which expression shall mean and include its successors and assigns) acting through the Chief Executive Officer of HCI of the ONE PART.

And

M/s _____ having its registered office at ----- and having its offices at _____ (hereinafter referred to as "**Bidder/Consultant**") which expression shall mean and include its successors and permitted assigns of the OTHER PART.

WHEREAS

HOTEL CORPORATION OF INDIA LTD (hereinafter referred to as "HCI"), a Public Sector Enterprise, under the Ministry of Civil Aviation having its registered office at 1st floor, Transport Annexe building, Air India Complex, Santa Cruz (East), Mumbai - 400 029.

HCI intends to invite bids for Consulting Services to study lease terms & conditions of land, prevailing laws, provisions and restrictions (if any) pertaining to construction & development of property in the area, existing arrangements being used by Centaur Hotel Delhi Airport (CHDA) including Chefair Flight Catering Delhi (CFCD), Pursuant to HCI having issued an advertisement in and on the official website of HCI inviting submission of RFP from reputed professional consulting/ Advisory firms to act as Consultant; "**Bidder/Consultant**" submitted the RFP.

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Further to the presentation made by "Bidder/Consultant" to the Management of HCI / AIL on----- and the financial bid submitted for the assignment, HCI appointed "Bidder/ Consultant" as its Consultant for the proposed project in HCI vide letter No-----dated.....

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES, THE DETAILED REQUEST FOR PROPOSAL CONTAINING THE TERMS AND CONDITIONS, AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT ADEQUACY AND SUFFICIENCY OF WHICH WE HEREBY ACKNOWLEDGE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. General Provisions

1.1 Definitions

1.1.1 Unless the context requires otherwise, the following terms, wherever used in this Agreement shall have the following meanings:

- a. "Agreement" means this Agreement and any subsequent amendments hereto between HCI and "Bidder/Consultant";
- b. "Authority" means Hotel Corporation of India Limited (HCI) ;
- c. "Business Day" means a day other than one on which either HCI, Central Government Offices ,Banks or "Bidder/Consultant's" Offices are required to close in New Delhi;
- d. "Company" means HCI.
- e. "Effective Date" means the date on which this Agreement comes into force and effect pursuant to **Clause 2.1**;
- f. "Local Currency" means Indian Rupee or any other lawful currency of the Republic of India;
- g. "Party or Parties" means HCI and "Bidder/Consultant" or both, as the case may be;
- h. "Personnel" means persons hired by "Bidder/Consultant" as employees and assigned to the performance of the Services or any part of the Services;
- i. "Services" mean the services to be performed by "Bidder/Consultant" as the Consultant for this project and as described in **Clause 3.1**.
- j. "Project" means to study lease terms & conditions of land, prevailing laws, provisions and restrictions (if any) pertaining to construction & development of property in the area, existing arrangements being used by Centaur Hotel Delhi Airport (CHDA) including Chefair Flight Catering, Delhi (CFCD) and offering them under O&M/Sub – lease to make it world class hotel and flight kitchen.

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1.2 Relationship between the Parties

1.2.1 This Agreement shall be construed as establishing a relationship of principal and consultant and not of principal and agent, between HCI on the one part and "Bidder/Consultant" on the other part.

1.2.2 This agreement shall be binding upon and shall inure to the benefit of HCI and "Bidder/Consultant" and their respective successors and permitted assignees. Neither HCI nor "Bidder/Consultant" shall assign this Agreement or their respective rights or obligations as the case may be under this Agreement without the consent of the other party.

1.3 Governing Law

1.3.1 This Agreement, its meaning and interpretation and the relation between the Parties shall in all respects be governed by and construed in accordance with the laws of the Republic of India.

1.3.2 The parties irrevocably agree that the Indian Courts at New Delhi shall, subject to provisions of Clause 6 have jurisdiction to hear and determine any action or proceedings, and to settle any dispute, which may arise out of or in connection with this Agreement and, for such purpose irrevocably submit to the jurisdiction of such courts.

1.3.3 The Parties irrevocably waive any objection which they might at any time have to the courts referred to above being nominated as the forum to hear and determine any action or proceedings, and to settle any dispute, which may arise out of or in connection with this Agreement and agree not to claim that any such court is not a convenient or appropriate forum.

1.4. Headings

1.4.1 The headings shall not limit, alter or affect the meaning of this Agreement.

1.5 Notices

1.5.1 Subject to the provisions of clause 1.5.3, any notice request or consent required or permitted to be given or made pursuant to this Agreement shall be in writing and shall be deemed to have been given

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or made when sent by registered mail or air courier to such Party at the following address:

For HCI HCI,-----

For "Bidder/Consultant" "Bidder/Consultant"

1.5.2 Notice will be deemed to be effective as follows:

- In case of registered mail or air courier, on delivery; and

1.5.3 Any action required and permitted to be taken, any document required or permitted to be executed under this Agreement may be taken or executed as follows:

On behalf of HCI by the Chief Executive Officer, HCI, -----

For "Bidder/Consultant" ----- "Bidder/Consultant"

2. General Provisions

2.1 Effective date

2.1.1 This Agreement shall come into force and effect on the Effective Date being--

2.2 Entire Agreement

2.2.1 This agreement contains all covenants, stipulations and provisions agreed to by the Parties. No agent or representative of either of the parties has authority to make and the parties shall not be bound by or liable for any statement, representation, promise or agreement made prior to the date hereof but not set forth in this Agreement.

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2.3 *Modification*

2.3.1 Modification of the terms of the Agreement including any modification of the scope of the services may only be made by written agreement between the parties. Each party shall give due consideration, and not unreasonably delay a considered response to any proposal for modification made by a Party.

2.4 *Force Majeure*

Definition

2.4.1 For the purpose of this Agreement, "Force Majeure" means an event or circumstance which is beyond the reasonable control of the affected Party and which makes affected Party's performance of its obligation under this Agreement impossible or so impractical as reasonably to be considered impossible in the circumstance and includes but is not limited to war, riots, civil disorder, earthquake, fire, explosion, storm, cyclone flood, drought or other adverse weather or other conditions and situations including breakage of equipment of facilities, structural collapse, air crash, ship wreck, etc.

2.4.2 Force Majeure shall not include:

- I. Strikes, lockouts or other industrial action, confiscation or any other action in and/ or by the parties or their employees;
- II. Any event which is caused by the negligence or willful action of a party;
- III. Any event which is in control of a party;
- IV. Any event which a diligent party could reasonably have been expected both
 - (a) To have taken into account on the Effective Date of this Agreement and/or thereafter during the terms of the Agreement and
 - (b) To have avoided or overcome in the course of carrying out obligations under this agreement; and
- V. Insufficiency of funds or failure to make any payments.

No Breach of Agreement

2.4.3 The failure of a party to fulfill any of its obligations under this Agreement shall not be considered to be a breach of or a default under this Agreement in so far as the inability arises from an event of Force

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Majeure, provided the party affected by that event has complied with its obligations under para 2.4.4 in respect of such event.

Measure to be taken

2.4.4 A party affected by an event of Force Majeure shall take all reasonable measure to remove its inability to fulfill its obligations under this Agreement with a minimum of delay and shall notify the other Party in writing of the event concerned as soon as possible and in any event not later than ten days following the occurrence of the event concerned and shall similarly give notice of the restoration of normal conditions as soon as possible. Parties shall together take all reasonable measure to minimize the consequences of any event of Force Majeure.

Extensions of time

2.4.5 Subject to the above provisions of this Clause 2.4, any period within which a Party shall, pursuant to this Agreement complete any action or task shall be extended for a period equal to the time during which that Party was unable to perform such action as a result of Force Majeure.

Consultation

2.4.6 Not later than ten days after "Bidder/Consultant" has served a notice to HCI as per Paragraph 2.4.4 notifying its inability to perform a portion of the services as a result of an event of Force Majeure, the Parties shall consult between themselves with a view to agreeing on appropriate measure to be taken in the circumstances.

2.5 Earlier Termination

Termination by HCI

2.5.1 HCI may by not less than ten days written notice of termination to "Bidder/Consultant" terminate this agreement if:

- a) "Bidder/Consultant" is a breach of its obligations under this Agreement and the terms and conditions mentioned in the RFP dated-----and the Affidavit-cum- Undertaking submitted by you at RFP stage and has not remedied the same within thirty days (or such longer period as HCI may have subsequently approved in writing) following the receipt by "Bidder/Consultant" of notice from HCI specifying the breach. Provided that "Bidder/Consultant" shall not be held to be in breach of any obligation under this

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Agreement if breach arises as a result of failure on the part of HCI to meet HCI's obligations under this agreement;

- b) "Bidder/Consultant" fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 6;
- c) "Bidder/Consultant" is unable as a result of Force Majeure to perform a material portion of the services for a period of not less than sixty days;
- d) "Bidder/Consultant" becomes insolvent or bankrupt or goes into liquidation or receivership whether compulsory or voluntary;
- e) HCI decided at any time to abandon the project;
- f) A suitable party willing to take on lease is not found and HCI wishes to appoint another Consultant for the any other action as decided by the HCI.
- g) "Bidder/Consultant" is found guilty of any criminal offence in any court of law or of violation of regulations of a statutory body that material adversely affects its ability to carry out the engagement;
- h) In case the event of a conflict of interest during the engagement that materially adversely affects the ability of "Bidder/Consultant" to carry out the engagement and not remedied within 15 days of arising due to handling of the project by "Bidder/Consultant" as Consultant to the HCI for long term sub-leasing of its commercial property at Centaur Hotel Delhi Airport and Chefair Flight Catering, New Delhi.

Termination by "Bidder/Consultant"

2.5.2 "Bidder/Consultant" may by not less than ten days written notice to HCI terminate the Agreement if:

- i. HCI fails to pay any money to "Bidder/Consultant" pursuant to this Agreement, which is not subject to dispute pursuant to Clause 6, within thirty days or any further extended period of time as may be agreed between the Parties after receiving written notice from "Bidder/Consultant" that the payment concerned is due/overdue;
- ii HCI is in breach of its obligations under this Agreement and has not remedied the same within thirty days (or such period as "Bidder/Consultant" may have been subsequently approved in writing) following the receipt by HCI of "Bidder/Consultant"s written notice specifying the breach. Provided that HCI shall not be held to be in breach of any obligation under this Agreement if breach arises as a result of failure on the part of "Bidder/Consultant" to meet "Bidder/Consultant" obligations under this agreement;

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iii HCI shall have failed to comply with any final decision reached as a result of arbitration pursuant to **Clause 6**.

Iv HCI is unable as a result of Force Majeure to perform its obligations for a period of not less than sixty days.

2.6 Cessation of Rights and Obligations

2.6.1 On termination pursuant to any part of **Clause 2.5 and** / or expiration of this Agreement all rights and obligation of the Parties shall cease, except

- (i) rights and obligations that have accrued as of the date of termination or expiration
- (ii) any right which a Party have under law and
- (iii) the obligations in Clauses **3.2, 3.3 and 4.3**.

2.7 Cessation of Services

2.7.1 On the termination of this Agreement by notice of either Party to the other pursuant to **Paragraphs 2.5.1 and 2.5.2 "Bidder/Consultant"** will take all necessary steps to bring the services to a close within thirty days of the receipt of the notice of termination. Upon cessation of services either on expiry of termination (including earlier termination) of the agreement hereunder **"Bidder/Consultant"** shall hand over to MOCA/HCI such material documents and records prepared directly by **"Bidder/Consultant"** in connection with the services whether in final or draft form, complete or in the process of being completed, on paper and if applicable pendrives/CD/DVD/other electronic media together with material documents and records as provided by HCI to **"Bidder/Consultant"** save the copies thereof will be allowed to be retained by **"Bidder/Consultant"** for their files.

3. Obligations of **"Bidder/Consultant"**

Scope of Services

3.1 HCI proposes the Consultants to study lease terms & conditions of land, prevailing laws, provisions and restrictions (if any) pertaining to construction & development of property in the area, existing arrangements being used by Centaur Hotel Delhi Airport (CHDA) including Chefair Flight Catering, Delhi (CFCD) and O&M/Sub-Leasing of the same to a prospective third party, and for that purpose has appointed ABC as Consultant to advise and assist HCI in stated project, to maximize realization from long term leasing of the **CHDA including**

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CFCD property and optimum utilization of vacant land to maximize the revenue of HCI.

- 3.1.1 “Bidder/Consultant”’s scope of services as a consultant to HCI shall include the services to assist and advise HCI in identifying negotiating and concluding the proposed project. However, it is clarified that the decision whether to proceed with and consummate the project lies solely with HCI and the work and findings of “Bidder/Consultant” shall not in any way constitute recommendation as to whether HCI should or should not consummate the project “Bidder/Consultant”’s service shall include the following:

Phase I: Project strategy

- 3.1.2 “Bidder/Consultant” shall, in consultation with HCI evolve a strategy covering modalities and timeline for various activities. “Bidder/Consultant” will assist HCI and will not associate in any manner, directly or indirectly, any other party or the buyer in the present project, in analyzing possible project strategies from the perspective of HCI and the prospective Lessees / Investors. “Bidder/Consultant” would analyze the positive and negative financial aspect of each of these alternative strategies.

Phase II: Partner log

- 3.1.4 Working closely with HCI, and drawing upon knowledge of “Bidder/Consultant” or of prospective Lessee / Investor, “Bidder/Consultant” will develop a list of potential Lessees / Investors with sufficient interest and apparent resources. In doing so, “Bidder/Consultant” would:

- Use its contacts and industry knowledge;and
- Invite any other parties, eligible in the open bidding (prospective lessee / investor) process, which HCI would like to consider.

- 3.1.5 “Bidder/Consultant” will obtain and develop information on each of the potential. In doing so, “Bidder/Consultant” will use its global presence to identify potential investors.

Phase III : Information Memorandum

- 3.1.6 The next phase is to incorporate the financial data and other relevant information like lease terms & conditions of land, prevailing laws, provisions and restrictions (if any) pertaining to construction &

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development of property in the area, existing arrangements being used into a Preliminary Information Memorandum/Confidential Information Memorandum. The purpose of this Memorandum is to provide prospective Lessees / Investors with information on the business and the unique points of its commercial property at Centaur Hotel, so as to enable them to decide whether to provide initial indications of interest and initiate serious discussions.

3.1.7 This Memorandum would contain information relating to the following areas:

- I. Background of its commercial property at Centaur Delhi and key features that differentiate it from its competitors;
- II. Current activities;
- III. Rationale for proposed project;
- IV. Product profile;
- V. Contracts;
- VI. Any other relevant details.

3.1.8 The Information Memorandum so prepared will be made available on a confidential basis to interested lessees/Investors. "Bidder/Consultant" will take approximately six weeks to prepare the Information Memorandum once "Bidder/Consultant" has been provided with all the necessary data.

Phase IV: Pricing Analysis

3.1.9 ABC will recommend the fair value, reserve price for long term sub-leasing/O&M of Centaur Hotel Delhi Airport (CHDA) including Chefair Flight Catering, Delhi (CFCD) considering the valuation of its commercial property at Centaur Hotel Complex based on the possible methods or any other suitable method and highlighting the pros and cons of various possibilities. While fixing fair value/ reserve price, the report of the Government Approved Asset Valuer of the Consultant, if required, will be taken into consideration. The Consultant will consider possible options of Change in Land use and suggest valuation based on different options. The Authority will have the option of second valuation done from any other agency.

3.1.10 The pricing analysis will be based on illustrative profit projections and the information collected by ABC. The projections would show a possible outcome based on the assumptions as per the business plan to be prepared by "Bidder/Consultant". "Bidder/Consultant" will present its findings in the form of a Report as per time schedule in the RFP document.

Phase V: Partner Approach

3.1.11 "Bidder/Consultant" will initiate contacts with only prospective Lessees / Investors as per the open competitive bidding, if required.

Phase VI: Negotiations and deal support

3.1.12 "Bidder/Consultant" will be present at all meetings and handle all necessary arrangements.

Phase VII: Facilitating due diligence review

3.1.13 "Bidder/Consultant" will assist HCI/MOCA in the smooth conduct of the due diligence process.

Phase VIII: Completion of the project

3.1.14 "Bidder/Consultant" will assist HCI/MOCA in concluding the project and drawing up of all legal documents/agreements as required.

3.2 Confidentiality

"Bidder/Consultant" and Personnel of "Bidder/Consultant" shall not, during the term of this Agreement, and for a period of one year commencing from the date of terminating or expiry of this Agreement, disclose to any party other than MOCA/HCI, other concerned consultants, valuers, lawyers or any information (other than publicly available information) relating to the services, this agreement, HCI's business or operations without the prior written consent of HCI, unless such disclosure is requested by any statutory or regulatory or judicial/ quasi – judicial authority constituted under the laws of India and having jurisdiction over a Party, or unless such disclosure is required in connection with any litigation affecting a party, or unless such disclosure is necessary to perform "Bidder/Consultant"'s services or obligations under this Agreement or unless such information has entered the public domain other than by a breach of the Agreement.

3.2.1 Provided that no confidentiality is required to be maintained in respect of disclosure required and made on account of marketing strategy/ies agreed upon among the parties. External professionals appointed, if any will also be bound by such requirement/s of confidentiality as may be stipulated by HCI.

3.3 Indemnification of HCI by "Bidder/Consultant"

3.3.1 "Bidder/Consultant" agrees to indemnify and hold harmless HCI

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officers, employees and representatives of HCI (each, an “Indemnified Person”) from and against any claim, loss or liability (including without limitation reasonable fees and expenses of solicitor and legal counsel) arising out of the negligence or willful misconduct of “Bidder/Consultant” or its personnel in providing the services.

3.3.2 In the event that “Bidder/Consultant” disputes an indemnity claim of an Indemnified Person, any amounts to be paid by “Bidder/Consultant” will be finally decided by the Arbitration Tribunal or courts of law. It is understood and agreed that an indemnified Person shall not press for any payments to be made on account of an indemnity claim, within the period of limitation prescribed for the preferment and/or filing of appeals or revision from awards/orders/judgements / decree, If the Indemnified Person has notice from “Bidder/Consultant” that legal action and/or appeal is intended.

3.3.3 HCI will have to be given notice of a dispute of the claim by “Bidder/Consultant” within fifteen days of the receipt of Notice of Claim.

3.4 Limitation of liability

3.4.1 In the particular circumstance of this case, HCI agree that the aggregate liability of “Bidder/Consultant” and directors, officers and employees and representatives of “Bidder/Consultant” (Whether direct or indirect, in contract or tort or otherwise) to HCI arising out of this Agreement, including any indemnity liability as per **clause 3.3** above, shall be limited to the aggregate fees actually payable to “Bidder/Consultant” under this Agreement by HCI.

3.5 Documents Prepared by “Bidder/Consultant”

3.5.1 HCI and “Bidder/Consultant” agree that the analysis provided to HCI is for the use and information of HCI for the proposed Project at Centaur Hotel complex, New Delhi.

3.6 “Bidder/Consultant’s Personnel

3.6.1 For the services “Bidder/Consultant” shall deploy such personnel as are qualified and experienced, as per the requirement of the project to carry out the services. Provided that in the event HCI, at any point in time while the services are being carried out, expressly communicates to “Bidder/Consultant” the opinion that any of the Personnel need to be substituted for ABC will take into account such opinion and will not

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unreasonably continue to deploy such personnel to carry out the services.

4. Obligation of HCI

4.1 Assistance

4.1.1 HCI shall provide to "Bidder/Consultant" all available relevant information and particulars in the possession of HCI and which they have legal authority to provide.

4.1.2 Further, HCI shall issue to officials, agents and representatives of HCI such instructions as it is competent to issue as may be specified by "Bidder/Consultant" as being necessary or appropriate for the prompt and effective rendering of the services.

4.1.3 In the event that any such information and particulars are not in the possession of HCI and or in the event that HCI do not have the legal authority to provide information and particulars to "Bidder/Consultant" or in the event that assistance sought by "Bidder/Consultant" cannot be provided or in the event that instructions as specified by "Bidder/Consultant" cannot be issued then HCI shall forthwith inform "Bidder/Consultant" of their inability.

4.1.4 HCI shall evolve a Proper mechanism to take decisions and to communicate to "Bidder/Consultant" in writing regarding these decisions. HCI shall accept full responsibility for the contents of the document/s or announcement/s that it may require and authorize "Bidder/Consultant" to issue, sign or execute.

4.2 Access to information and decision

4.2.1 HCI shall keep "Bidder/Consultant" informed of any material developments or facts of proposals in relation to the business or operations of HCI and in particular where these may have any effect on the agreement or in execution of "Bidder/Consultant"s services.

4.2.2 HCI shall not require/insist on "Bidder/Consultant" to issue or approve, or to arrange for the issue or distribution or a particular document or announcement, if at any time "Bidder/Consultant" becomes aware of information which, in the opinion of "Bidder/Consultant" after due consultation with HCI, renders the document or announcement untrue, incomplete untrue, incomplete or misleading in any material respect.

4.3 Indemnification of "Bidder/Consultant" by HCI

4.3.1 HCI agrees to indemnify and hold harmless "Bidder/Consultant" and

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directors, officers, employees and representatives of "Bidder/Consultant" (each an "Indemnified Person") from and against any claim, loss or liability (including without limitation reasonable fees and expenses of solicitor and legal counsel) arising out of "Bidder/Consultant"s engagement hereunder and/or directly or indirectly arising as a consequence of any statement, data, representation or other information, whether included in any information memorandum or advertisement or otherwise given in the performance of the services, which had been provided and/ or approved by HCI. Provided that the above mentioned indemnity to Indemnified Person(s) shall only be available in case of the liability or loss arising out of the negligence or willful misconduct of the HCI or its employees under this Agreement.

- 4.3.2 In the event that HCI disputes an indemnity claim of an Indemnified Person, any amounts to be paid by HCI will be as finally decided by the Arbitration Tribunal or by the court of law, It is understood and agreed that an Indemnified Person shall not press or any payments to be made on account of an indemnity claim, within the period of limitation prescribed for the preferment and/or filing of appeals or revision from awards/ orders/ judgement/ decree, if the Indemnified Person has notice from HCI that legal action and / or appeal is intended.
- 4.3.3 "Bidder/Consultant" will have to be given notice of a dispute of the claim by HCI within fifteen days of the receipt of Notice of Claim.
- 4.3.4 In the particular circumstances of this case, "Bidder/Consultant" agrees that the aggregate liability of HCI and its officers, employees and representatives of HCI (whether direct or indirect, in contractor or otherwise to "Bidder/Consultant" arising outof this Agreement, including any indemnity liability as per clause 4.3 above shall be limited to the aggregate fees actually payable by HCI to "Bidder/Consultant" under this Agreement.
- 4.3.5 The provisions of the clauses 3.3 and 4.3 above shall be operative in full force and effect regardless of any termination or expiration of this Agreement.

5. Payment of "Bidder/Consultant"

5.1 Penalty/Liquidated Damages

Completion of study, submission of reports, its implementation and finalization of agreement within the given time frame as stipulated in RFP documents is the essence of this contract/agreement. In case of any delay/error in completion of services on the part of the selected bidder in phase I & phase II due to the gross negligence/inordinate delay or omission

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by the service provider/bidder or any of its employees that causes any loss to HCI, the HCI may impose/recover the same from the invoices/SD of the selected bidder to the extent of the 5% of the total invoice value /consultancy fee.

5.2 Payments

5.2.1 In consideration of the services performed by "Bidder/Consultant" under this agreement HCI shall pay to "Bidder/Consultant" as per the payment schedule in the RFP in Indian Ruprees.

5.2.2 The fee shall be payable on the completion of the services as defined in **Clause 3.1** signified by the signing of the concession agreement by the HCI and the investor.

5.3 Mode of Billing and Payment

5.3.1 As soon as practicable, after "Bidder/Consultant" is entitled to receive the amount under **Clause 5.2** above, "Bidder/Consultant" shall send to HCI invoice for the payment within 30 days of the date of entitlement and /or date of submission of claim of "Bidder/Consultant" whichever is later. The said fee/ payment shall be payable by HCI to "Bidder/Consultant"

5.4 Changes in Scope of Work

5.4.1 If HCI desires a change in the scope of work beyond the definition of "project", payment for the additional work will be determined based on the agreed scope of effort to be employed by "Bidder/Consultant" subject to the agreement of the parties on all issue involved.

5.5 Expenses of Parties

5.5.1 In performing its services, "Bidder/Consultant" shall bear the following expenses:

- (a) All fees and expenses related to external professionals appointed by "Bidder/Consultant"; and
- (b) All out of pocket, travelling/hotel and other cost, charges and expenses incurred by "Bidder/Consultant" or its officers, employees or agents in connection with performing any services, save and except **Clause 5.5.2** which shall be borne by HCI.

5.5.2 HCI shall bear the following expenses:

- (c) Travelling/hotel and other cost incurred in connection with domestic

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or international travel of HCI personnel, officers and employee;

5.5.3 The parties shall bear the cost of their respective telephone calls, facsimile transmission, couriers, dispatches and postage.

6. Arbitration

6.1 Amicable Settlement

6.1.1 The Parties shall use their efforts to settle amicably all disputes/differences arising out of or in connection with this agreement or its interpretation.

6.2 Arbitration

6.2.1 Any dispute or difference between the Parties as to matters arising under this agreement which cannot be settled amicably within thirty days after receipt by a Party of the other party's request for amicable settlement may be submitted by a Party to arbitration in accordance with the provisions of Paragraph 6.2.2.

6.2.2 Subject to Paragraph 6.2.1 of this Clause 6.2, in the event of any dispute, controversy or claim arising between the Parties hereto out of or in connection with this agreement or interpretation of its terms, including without limitation, its validity, enforcement, breach, performance, termination or expiration, such dispute, controversy or claim shall be finally settled by arbitration. The arbitration shall be conducted at New Delhi in accordance time and rules framed thereunder.

"In the event of any question, dispute or difference arising under the Agreement or in connection therewith, the matter shall be referred to the Chief Executive Officer (CEO) of HCI for appointment of sole Arbitrator as per the provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time. The Sole Arbitrator so appointed shall not have any direct or indirect of any past or present relationship or interest in any of the parties. The arbitral proceedings shall be held in Delhi. The laws of India shall govern this agreement. The courts in Delhi shall have exclusive jurisdiction.

7. Representations

7.1 HCI represents and warranties of HCI

7.1.1 HCI represents and warrants that:

- (a) HCI has full power and authority to enter into this agreement and to execute, deliver and perform its obligations under this

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- agreement, and to carry out the project contemplated hereby;
- (b) it has taken all necessary steps required for the authorization, execution, delivery and performance of this agreement;
 - (c) This agreement constitutes legal, valid and binding obligations upon HCI enforceable against it in accordance with the terms hereof;
 - (d) No representation or warranty by or information from it contained herein or in any other document furnished by it or on its behalf by HCI to "Bidder/Consultant" contains or will contain any untrue statement of material fact or omit to state a material fact necessary to make such representation or warranty or information not misleading;
 - (e) The execution, delivery and performance of this agreement will not conflict with any covenant, agreement, understanding, decree or order to which it is a Party.

7.2 Representation and Warranties of "Bidder/Consultant"

7.2.1 "Bidder/Consultant" represents and warrants that:

- (a) "Bidder/Consultant" is duly organized. Validly existing and in good standing under the laws of jurisdiction of its incorporation;
- (b) "Bidder/Consultant" has full power and authority to execute, deliver and perform its obligation under this agreement and to undertake the services contemplated herein;
- (c) "Bidder/Consultant" has taken all necessary corporate and other action under relevant laws and its constitutional documents to authorise the execution, delivery and performance of this agreement;
- (d) This agreement constitutes legal, valid and binding obligations enforceable against "Bidder/Consultant" in accordance with the terms hereof;
- (e) "Bidder/Consultant" is subject to civil and commercial laws of India with respect to this agreement and it hereby expressly irrevocably waives any immunity in any jurisdiction in respect thereof;
- (f) "Bidder/Consultant" is not debarred from performing the services on account of any litigation;
- (g) The execution, delivery and performance of this agreement will not conflict with any of the terms of the "Bidder/Consultant"'s memorandum and articles of association or any covenant, agreement, understanding, decree or order to which it is party or any on going assignment;
- (h) No representation or warranty by or information from it contained

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herein or in any other document furnished by it to HCI contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty or information not misleading.

8. Other Terms of Agreement

8.1 Fairness and Good Faith

Good Faith

8.1.1 The parties undertake to act in good faith with respect to one and others rights under the agreement and to adopt all reasonable measures to ensure the realization of the objectives of this agreement.

8.1.2 Integrity and Ethics

- a) The parties undertake to avoid all forms of corruption by following a system that is fair, transparent and free from influence and prejudice, prior to, during or subsequent to the contract.
- b) The “Bidder/Consultant” commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contractor post-contract stage in order to secure the contract or in furtherance to secure it.
- c) The HCI undertakes that during the pre-contract stage, it shall treat all bidders alike and will provide to all bidders the same information and will not provide any such information to any particular bidder which could afford advantage to any particular bidder in comparison to other bidders. Any breach of aforesaid provisions by “Bidder/Consultant” or its employees or authorized representatives, shall entitle HCI to take all or any one of the following actions, wherever required:-
 - (i) forfeiture of performance guarantee;
 - (ii) to immediately call-off the pre-contract negotiations without assigning any reason or providing any compensation to “Bidder/Consultant”;
 - (iii) to debar “Bidder/Consultant” from participating in any bidding process in future for a minimum period of 5 years.
 - (iv) to cancel all or any other contract signed with the “Bidder/Consultant”.

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The HCI will be entitled to initiate the criminal liabilities as well.

8.1.3 The Parties recognize that it is impractical in this agreement to provide for every contingency and possibility which may arise during the life of the agreement (in respect of the services) and the Parties agree that it is their intention that this agreement shall operate fairly between them and without detriment to the interest of either of them and that if during the term of this agreement, a party believes that this agreement is operating unfairly, the parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute to arbitration in accordance with **Clause 6**.

8.2 Publicity

8.2.1 The Parties shall consult each other on any publicity, press releases, advertisement and publications and public statements concerning the services and this agreement in advance, before release. If HCI completes the project, "**Bidder/Consultant**" reserves the right to publish an announcement of "**Bidder/Consultant**"'s role. The text if any such advertisement will be subject to HCI approval, which will not be unreasonably withheld.

8.3 Waivers

8.3.1 No failure of delay of a Party hereto in exercising any right of remedy hereunder shall operate as a waiver thereof nor will any single or partial exercise of any right or remedy preclude any other or future exercise, of any right and remedy. The right and remedies provided in this agreement are cumulative and not exclusive of any rights and remedies provided by law.

8.4 Waiver of Sovereign Immunity

8.4.1 HCI hereby waives any immunity from jurisdiction of any court or arbitration proceeding or from any legal process (whether from service of notice, attachment prior to judgment, attachment in aid of execution of judgement or otherwise) in respect of itself and/or any of its property, save and except for military property, military assets, present and future premises and assets of the missions/ consulates and the constitutional authorities and their offices and assets required for scientific and technological activities of HCI.

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8.5 Liability to pay stamp duty

8.5.1 The stamp duty, if any, payable on this agreement and its counterparts shall be borne by the Bidder/Consultant.

8.6 This agreement has been prepared and signed in two originals, one to be retained by each party.

IN WITNESS WHEREOF of Parties have caused this agreement to be signed as of the day and year first above written.

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Annexure - X

NON-DISCLOSURE AGREEMENT FROM THE BIDDER

(TO BE TYPED ON THE LETTER HEAD OF THE BIDDER'S COMPANY)
(TO BE ATTACHED WITH TECHNICAL BID FROM-PART A)

RFP No.: HCI/RFP/2020/101

Dated: 16.09.2020

Subject:-REQUEST FOR PROPOSAL FOR SELECTION OF CONSULTANT to study lease terms & conditions of land, prevailing laws, provisions and restrictions (if any) pertaining to offering the unit of **Centaur Hotel Delhi Airport (CHDA) including Chefair Flight Catering, Delhi (CFCD)** under Management Contract by Hotel Corporation of India Limited (a Subsidiary of Air India Limited) and suggest and implement the proposal for O&M/Sub- Leasing of these units of the HCI.

(This document is strictly Private and Confidential)

Vice President
HCI
New Delhi-110037.

Reference: **RFP No. HCI/RFP/2020/101 Dated:16.09.2020**

Sir,

Sub: Non-disclosure Agreement

We acknowledge that during the course of bidding for above referred RFP of "Hotel Corporation of India Limited", having establishments its Head quarters at....., New Delhi-110001, we shall have access to and be entrusted with confidential Information (commercial, technical, scientific, operational, administrative, financial, marketing, business, OR intellectual property nature OR otherwise), whether oral or written, relating to "HCI" and its business that is provided to us pursuant to this Agreement In consideration of "HCI" making confidential Information available to us, we agree to the terms set out below:

- 1 We shall treat all Confidential Information as 'Strictly Private and Confidential' and take all steps necessary to preserve such confidentiality.
- 2 We shall use the Confidential Information solely for the preparation of our response to the above referred RFP and not for any other purpose whatsoever.
- 3 We shall not disclose any Confidential Information to any other person or firm without the prior written consent of "HCI".
- 4 This Agreement shall continue perpetually unless and to the extent that "HCI" may release it in writing.
- 5 We acknowledge that No failure OR delay by "HCI" in exercising any right, power OR privilege under this Agreement shall operate as a waiver thereof OR shall any single OR partial exercise thereof OR the exercise of any other right, power, OR privilege.
- 6 We have read this agreement fully and confirm to abide by its terms.

Yours sincerely

Signature of Authorised signatory:

Name & Designation:

Co. Name & Seal:

Date: / Place: New Delhi

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Annexure-XI

ATTENDING BID OPENING

(TO BE TYPED ON THE LETTER HEAD OF THE BIDDER COMPANY)

(The representatives of the Bidder Company should carry his Authorisation letter at the time of attending to the opening of Bids.)

RFP No.: HCI/RFP/2020/101

Dated: 16.09.2020

Subject:-REQUEST FOR PROPOSAL FOR SELECTION OF CONSULTANT to study lease terms & conditions of land, prevailing laws, provisions and restrictions (if any) pertaining to offering the unit of **Centaur Hotel Delhi Airport (CHDA) including Chefair Flight Catering, Delhi (CFCD)** under Management Contract by Hotel Corporation of India Limited (a Subsidiary of Air India Limited) and suggest and implement the proposal for O&M/Sub-Leasing of these units of the HCI.

Vice President
Hotel Corporation of India Limited
IGI Airport ,
New Delhi-110037.

Dear Sir,

Sub: Authorization letter for attending bid opening.

Reference RFP No. HCI/RFP/2020/101 Dated:16.09.2020, Due on: 19.10.2020

The following persons(s) are hereby authorized to attend the bid opening for the above RFP on our behalf.

SN	Name	Email id	Contact No	Signature
1				
2				

Signature of Authorised signatory :

Name & Designation :

Co. Name & Seal :

Date:

Place: New Delhi.

Note : Prospective bidders to please note the following :

- 1 Permission for entry to the hall where bids are opened may be refused in case authorization letter as Prescribed above is not presented / received.
- 2 The authorized representatives, in their own interest, must reach the venue of bid opening well in time.
- 3 The authorized representative must carry a valid photo identity.