

# HOTEL CORPORATION OF INDIA LTD.

Invites experienced professionals to apply for appointment as a consultant for assisting in monetisation of flats at Mumbai

Last date for receipt of applications is June 27, 2022

Download the tender document from <u>www.centaurhotels.com</u>

#### HOTEL CORPORATION OF INDIA LIMITED

June 10, 2022

# Sub: <u>Invitation of bids for appointment of Consultant for assisting in</u> <u>monetisation of flats for Hotel Corporation of India Limited</u>

Hotel Corporation of India Limited (HCI), established under the Companies Act, 1956, is presently having its Registered Office at 1st floor, Transport Annexe building, Air India Complex, Old Airport, Santa Cruz (E), Mumbai-400 029. It operates various units at Delhi, Mumbai and Srinagar. However, the Registered Office is likely to be shifted to Delhi shortly.

HCI has 2 sets of flats details of which are as under:

# i) 4 Flats at Plot No.45 Sher-e-Punjab Society, Andheri East, Mumbai: Having an area of Rs 800 sq. ft per flat. These 4 flats are to be monetised individually

# <u>ii)</u> 2 Flats at Everest Apartment, Andheri East, Mumbai (combined into 1 flat):

Having an area of 893 sq. ft per flat- The total area of both the flats combined is 1786 sq. ft

HCI intends to appoint a Consultant to assist the Company in monetisation / sale of the said flats. The scope of work is defined in Annexure II.

You are invited to submit your best quote in a sealed envelope to the CFO, HCI at the following address:

Chief Financial Officer, HOTEL CORPORATION OF INDIA LIMITED, 1<sup>st</sup> floor, Transport Annexe building, Air India Complex, Old Airport, Santa Cruz East, Mumbai-400 029 Tel: 022-26158215 / 022-26265442

The last date for receiving the bids is 1500 hrs on 27.06.2022. The Technical Bids would be opened on the same day at 1530 hrs. After due Technical Evaluation, the Financial Bids of qualified Bidders would be opened on the same day or any other day which would be announced.

In case of any queries, the same should be addressed to <a href="mailto:cfo.hci@centaurhotels.com">cfo.hci@centaurhotels.com</a> on or before 22.06.2022

For Hotel Corporation of India Limited

Chief Financial Officer

# **GENERAL TERMS AND CONDITIONS**

# SUBMISSION PROCEDURE AND INFORMATION FOR BIDDERS

• Bids should be submitted on the Firm's letter head, duly signed and stamped on every page by authorized signatory of Bidder, in a sealed envelope, duly superscribed with the "<u>Tender for appointment of Consultant for assisting in monetisation of flats</u>". The Bid should be submitted to:

Chief Financial Officer, HOTEL CORPORATION OF INDIA LIMITED, 1<sup>st</sup> floor, Transport Annexe building, Air India Complex, Old Airport, Santa Cruz East, Mumbai-400 029 Tel: 022-26158215 / 022-26265442

- The last date for receipt of applications is 27.06.2022 at 1500 hrs.
- Hotel Corporation of India Limited is not responsible for quotations lost in transit or not received in time including postal delay.
- Interested bidders can seek clarification on the tender by submitting their queries through e-mails to **cfo.hci@centaurhotels.com**, to be submitted on or before 22.06.2022

# **BIDDING PROCESS (TWO STAGES):**

- The bidders must comply with all criteria mentioned in the TENDER and shall furnish all relevant documents in support of the information submitted in the bid / proposal. Hotel Corporation of India Limited reserves the right to verify/evaluate the information submitted by the bidders independently and the decision of Hotel Corporation of India Limited taken in that regard shall be final, conclusive and binding upon the bidder.
- The bidders will have to submit the Technical and Financial Bids along with supporting documents in physical form as indicated above.
- The Bid must conform to the following:
  - i. The Scope of Work is as indicated in **Annexure II**
  - **ii.** Eligibility Criteria and Bidder's Profile as per **Annexure III** to be filled up and enclosed as Technical Bid
  - iii. Undertaking Format as per Annexure IV
  - iv. Price to be quoted as per **Annexure V** in the given Financial Bid format only. Order would be placed on L1 basis
  - v. Integrity Pact duly signed by the Company is attached as per Annexure VI. The Bidder needs to fill up the relevant portions and sign the same and attach along with the Technical Bid.

# **TECHNICAL BID (Part I)**

- All Bidders will submit an INTEGRITY PACT Agreement as per Annexure VI along with the Technical Bid.
- In the first stage, only Technical Bids will be opened and evaluated. The Technical Bids will be evaluated for their compliance to the technical requirements of the TENDER as indicated in **Annexures I to IV**. HCI reserves the right at its sole discretion to seek whatever information, documents, etc. from the bidder, as it may consider necessary for the purpose of evaluation of the bids.
- The qualification for selecting a bidder will primarily depend upon the capacity and capability of the bidder to successfully execute the assignment for Hotel Corporation of India Limited.
- Bidders not meeting any of the Technical Evaluation Specifications will be rejected. The remaining bids, meeting all the technical specifications, and otherwise meeting all the terms and conditions of the TENDER, would qualify to be shortlisted for opening of the financial bids.

#### **FINANCIAL BID (Part II)**

- The Financial Bids of only those bidders whose Technical Bids are qualified, will be opened.
- The Financial Bid must conform to the following:
  - 1. Quote as per **Annexure-IV** in the given Financial Bid format only. Taxes to be quoted separately.
  - 2. Unconditional discount, if any, should be clearly indicated and would be applied to the quoted Cost during evaluation.
  - 3. Conditional discount, if offered, will not be considered for the evaluation.
- The date and time of opening of the Financial Bids, if other than the date of technical Bid opening, would be intimated in advance to the qualified bidders. The authorized representatives would be permitted to participate in the opening of the Financial Bids, if they so desire.
- Hotel Corporation of India Limited reserves the right to accept or reject any bid and annul the bidding process or even reject all bids at any time prior to award of contract, without thereby incurring any liability and obligation to inform the reason for it.

#### **OTHER TERMS:**

This TENDER is not an offer by HCI, but an invitation for Bids. No contractual
obligation on behalf of the Company whatsoever, shall arise from the TENDER
process unless and until a formal contract is signed and executed by duly authorized
officers of HCI.

- The bidder is expected to go through all the instructions, terms, forms and specifications of the TENDER document. Failure to furnish all information required by the TENDER document or submission of bid not substantially responsive to the TENDER document in every aspect will be at bidder's risk and may result in the rejection of the bid.
- The bids prepared by the bidder and all correspondence and documents relating to the bids exchanged by the bidder and HCI, must be written in English.
- Delay: The successful Bidder would complete the assignment within 9 months of appointment as Consultant. In case there is a delay beyond 9 months for more than 3 months, the Asset Monetisation fees would be reduced by 0.25% and the fees would be paid accordingly.
- ids shall remain valid for 30 days from date of submission mentioned in this document.
- The quoted rates in any form or for any reasons should not be disclosed in the technical or other parts of the bid except in the Financial Bid, otherwise, it will lead to the bid being rejected.
- Bids must be received by HCI at the address specified not later than the time and date specified therein. HCI may at its discretion extend the bid submission date. The modified target date & time, if any, will be notified.
- The bid shall contain no alterations or over-writing except as necessary to correct errors made by the Bidder, in which case such corrections shall be duly confirmed under signature/initials of the person(s) signing the bid, failing which the Tender Bid is liable to be rejected. Bids once submitted will be treated as final and no further correspondence will be entertained on this. No bidder (including successful bidder) shall be allowed to withdraw the bid.
- Any effort on the part of the bidder to influence bid evaluation process or award of contract decision may result in the rejection of the bid.
- If deemed necessary, Hotel Corporation of India Limited may seek clarifications on any aspect from the bidder.
- Hotel Corporation of India Limited reserves the right to accept or reject any bid and annul the bidding process or even reject all bids at any time prior to award of contract, without thereby incurring any liability and obligation to inform the reason for it.

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# **SCOPE OF WORK**

# 1 TERMS OF ENGAGEMENT

The terms of this engagement shall be for following timelines which the Consultant shall use its commercially reasonable best efforts to adhere to:

## a) For valuation:

- ➤ The Draft Report (covering the Scope of Work) shall be submitted at the end of 2 weeks from the date of receipt of complete information/on completion of site visit.
- ➤ Final Report shall be submitted to Client within 5 working days after the inputs are obtained in writing. HCI shall submit feedback/inputs, if any, on the Draft Report, within 7 working days of submission of the draft report.

#### **b)** For Asset Monetization:

The term of this appointment shall commence from the date of agreement and shall be valid till the sale of the above-mentioned property (units) is completed, unless terminated earlier by either party. The sale should be completed within 9 months of the agreement / award of the contract. Either party may terminate this Agreement, without prejudice, by delivering to the other party 30 days prior written notice at their respective principal places of business.

# 2 SCOPE OF EXERCISE

The scope of the assignment would include:

#### I) For valuation:

- 1. Micro Market overview
  - Real estate overview of the subject on micro market basis
  - Valuation after considering the prevalent market rate to be established from real estate sites of repute, with documentary evidence
  - The valuation in no case should be less than the circle rate
  - Infrastructure assessment of the micro market
- 2. Inspect the subject property and the surrounding environment (the inspection is not a site or building survey)
- 3. Location Analysis & Infrastructure Appraisal of the Subject property
  - Accessibility & Connectivity analysis
  - Property description
  - Size, layout & site infrastructure
  - Physical & social infrastructure existing & planned
  - SWOT analysis of the subject property
- 4. Provide valuation conclusion for the property using Sales Comparable methodology. Sales Comparison approach examines the price or price per

- unit area of similar properties being sold in the marketplace. The sales of properties similar to the subject property are analysed and the sale prices adjusted to account for differences, if any, to determine the value of the subject.
- 5. The Company holds the right to accept / raise concerns on the Valuation report. The Report would be studied by the Company within 15 days of submission and concerns, if any would be shared with the Consultant. Thereafter, the concerns would be addressed by the consultant to the satisfaction of the Company.

# **II)** For Asset Monetization:

The Consultant shall assist HCI in following ways:

- Prepare Information Memorandum (IM), Soft Mailer, Newspaper advertisement of the property.
- Advertisement to be released on All India basis in the newspapers in English, Hindi and vernacular language of the State. The cost of the advertisement/s to be borne by the consultant
- Decide whether the flats are to be disposed off through e-auction or through offline closed bids from the potential buyers by calling for Expression of Interest
- Send Soft Mailer / IM to all prospective buyers
- contact the potential buyers and discuss with them to understand their interest in the proposed property
- Collate all enquiries received through teaser and advertisement, the process will be kept open for 3 weeks.
- Arrange site visits for interested parties
- Clarify queries raised by the potential buyers on best effort basis
- Arrange inspection of copies of title document for prospective buyers
- Send update on transaction status including status of enquiries, site inspections and offers received
- Conducting Offline closed bid auction
- Post the period of the auction process, open the offline closed bids in presence of concerned officials of HCI
- Assist in validating the offers received and identifying the final buyer
- The decision of selecting the final buyer will be taken by HCI
- All payments on the final disposal of the flats would be by way of cheque payments only.

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# **ELIGIBILITY CRITERIA FOR BIDDERS**

The Bidders shall meet the following minimum eligibility criteria through supporting documents to qualify for participation in the bidding process:

- 1. Must have minimum 5 years previous experience in the field of real estate solutions like Property/Asset Management, Project Management, transaction (renting/outright sale of Residential & commercial space), marketing, valuation & advisory.
- 2. Limited Company (Public or Private) or a partnership firm/ LLP having its Office at Mumbai.
- 3. Bidder should be a recognised real estate/IPC/Brokerage firm/s
- 4. Must have excellent reputation in the real estate community
- 5. Must be knowledgeable in the local real estate market and have experience with residential properties
- **6.** The firm should have been empanelled/ engaged by at least 2 clients from Government / PSUs for real estate job in the last 3 years.
- 7. Valid registration number issued by Income Tax Authorities
- **8.** The Firm should not have been blacklisted/ debarred by any Government/ Public Sector organization (Self Declaration)

# **BIDDER'S PROFILE (to be filled up by the Bidder)**

S.no.	Particulars	Description
1	Registration details: - Name of the Bidder	
2	Indicate type i.e., Firm or Limited Liability Partnership (LLP) etc.	
3	Locational details- Complete Postal Address and date since when functioning for: i. Head Office ii. Office – in Mumbai	
4	Contact Details - Contact Person(s), Telephone Numbers, Fax Number, E-mail Address,	
5	<ul><li>a) PAN No. of Bidder.</li><li>b) GST No. of Bidder.</li></ul>	
6	Experience Details  a. Provide list of properties monetised in the last 3 years  Weightage  40%	

	<ul> <li>b. Provide list of residential flats of size more than 1000 sq. ft sold in the last 3 years</li> <li>c. Provide details of other assignments/ experience for last 3 years</li> </ul>	50%	
7	Have you been blacklisted during the last 3 years?	<u>Y/N</u>	Self declaration to be given

# Following is the list of documents to be submitted along with the Technical Bid:

- 1. Copy of registration / incorporation certificate of the firm/Company.
- 2. Professional Body registration / licence copy
- 3. PAN (Permanent Account Number) allotted by Income Tax Department:
- 4. Copy of IT Return/Acknowledgement for AY 2018-19, 2019-20 and 2020-21(self certified)
- 5. Copy of GST Certificate. (self certified)
- 6. Customer References and relevant documentary evidence for nature & details of experience as mentioned at point No. 6 above.
- 7. Last 3 years' Audited Financial Statement (self-certified)
- 8. Self-Declaration as mentioned at point No. 7 above under eligibility criteria
- 9. Undertaking as per **Annexure IV** on the Bidder's letter head and duly signed by the authorised signatories.
- 10. Submission of Integrity Pact as per format in Annexure VI

Name of the Bidder

**Bidder's Stamp & Signature** 

# **UNDERTAKING FORMAT**

# (to be submitted on Company Letter Head)

- 1. We hereby certify that all the information furnished by us is true to our knowledge. We have no objection to HCI verifying any or all the information furnished in this document.
- 2. In the event of any information or statement being found to be incorrect in any way, the same is construed to be a misrepresentation, enabling HCI to refuse any resultant contract.
- 3. We further undertake, as and when called for, to submit original documents for verification
- 4. It is certified that we/ our company have not been debarred or blacklisted from participation in Government tenders at the time of submission of this bid
- 5. We hereby certify that we/ our company have not been penalised or found guilty in any court of law
- 6. We hereby certify that we / our company have nil records of poor performance during the last 3 years as on the date of submission of this bid such as abandonment of work, rescinding of contract due to non-performance of the Bidder, inordinate delay in completion, or financial failure due to bankruptcy, etc.

Name:		
Designation:		
Signature:		
Stamp:		

# **Financial Bid Format**

Sr no	Particulars	4 Sher-e- Punjab flats	2 flats at Everest Apartments
1	PART I		
	Valuation Report of the properties (Rs)		
2	PART II		
	For Asset Monetisation (after Sale concludes) (Rs / %)		

# **Notes:**

- 1. Please indicate charges excluding GST
- 2. GST indicate rate of GST (shall be paid as per applicable rates).
- **3.** Indicate Charges/ Fee both in figures and words. In case there is any discrepancy between figures and words, the Charges/Fees in words shall prevail.
- **4.** There should be no cutting / overwriting. In case of cutting / overwriting, the bidder to initial the same, otherwise such bid shall be rejected.

#### INTEGRITY PACT

To be signed and stamped on plain paper by the Bidder

This Integrity Pact Agreement is made on day of, 20, by and between:
HOTEL CORPORATION OF INDIA LIMITED(HCI) (hereinafter referred to as "The Principal") And (hereinafter referred to as "The Bidder/ Consultant")
1. Each of the Principal and the Bidder shall be individually referred to as the "Party" and collectively as the "Parties".
2. Preamble
A The Principal intends to award under laid down organizational procedures contract/s for

A. The Principal intends to award, under laid down organizational procedures, contract/s for appointment of Consultant for Monetisation of flats ("Tender"). The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s.

B. In order to achieve these goals, the Principal will monitor the Tender process and the execution of the contract for compliance with the principles mentioned above.

# Section 1 - Commitments of the Principal

- 1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
- 1.2 No employee of the Principal, personally or through family members, will in connection with the Tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
- 1.3 The Principal will, during the Tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- 1.4 The Principal will exclude from the process all known prejudiced persons.

If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a

substantive suspicion in this regard, the Principal will inform its Corporate Vigilance Office of HCI ("Corporate Vigilance Office") and in addition can initiate disciplinary actions.

# Section 2 – Commitments of the Bidder(s)

- 2.1 The Bidder(s) commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the contract execution.
- 2.2 The Bidder(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- 2.3 The Bidder(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 2.4 The Bidder(s) will not commit any offence under the relevant applicable laws include the anti-corruption laws of India; further the Bidder(s)/Consultant(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 2.5 The Bidder(s) will, when presenting his Bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- 2.6 The Bidder(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

#### Section 3 – Disqualification from Tender process and exclusion from future contracts

If the Bidder(s) before award of the Contract or during execution of the Contract commits a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Consultant(s) from the tender process or take action as per the defined procedure.

#### Section 4 – Compensation for Damages

4.1 If the Principal has disqualified the Bidder(s) from the Tender process prior to the award of the Tender, according to Section 3, the Principal is entitled to demand and recover damages equivalent to Bid Security.

4.2 If the Principal has terminated the Contract in accordance with Section 3, or if the Principal is entitled to terminate the Contract according to Section 3, the Principal shall be entitled to demand and recover from the Consultant the amount equivalent to Performance Security in addition to any other payments as per terms and conditions of the Tender Document.

#### Section 5 – Previous transgression

- 5.1 The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the anti-corruption approach or with any other public sector enterprise in India that could justify his exclusion from the Tender process.
- 5.2 If the Bidder makes any incorrect, contrary to the provisions of this Section 5, he can be disqualified from the Tender process or action can be taken as per the defined procedure.

### Section 6 – Equal treatment of all Bidders/ Subcontractors

- 6.1 The Principal will enter into agreements with identical conditions as this one with all Bidders
- 6.2 The Principal will disqualify from the Tender process all bidders who do not sign this Integrity Pact Agreement or violate its provisions.

# Section 7 – Criminal charges against violating Bidder(s)/ consultant(s)

If the Principal obtains knowledge of conduct of a Bidder/ consultant, or of an employee or a representative or an associate of a Bidder/consultant, which constitutes a violation of the terms and conditions of stated herein, or if the Principal has substantive suspicion in this regard, the Principal will inform the Corporate Vigilance Office.

#### Section 8 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Consultant 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by CEO, HCI.

# Section 9 – Other provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Mumbai. The arbitration clause provided in the tender

document / contract shall not be applicable for any issue /dispute arising under Integrity Pact.

- 2. Changes and supplements as well as termination notices need to be made in writing.
- 3. If the Consultant is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.
- 4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intensions.

For the Principal	For the Bidder/Consultant
Place Witness 1:	
Date Witness 2 :	