

HEMISPHERE PROPERTIES INDIA LIMITED

CIN: L70101DL2005GOI132162

**Registered address: Room No. 144, C-Wing, Nirman Bhawan Maulana Azad
Road, New Delhi -110001**

HPIL/VALUATION/LAND/2021-22/02

January 5, 2022

NOTICE INVITING BIDS FOR

ENGAGEMENT OF ASSET VALUER

FOR

VALUATION OF ASSETS

Subject: Request for Proposal (RFP) for engagement of Asset Valuer for Hemisphere Properties India Limited-under administrative control of Ministry of Housing and Urban Affairs (MoHUA).

Hemisphere Properties India Limited (HPIL) invites bids/proposals for engagement of Asset Valuer for valuation of Immovable Property of the Company.

2. The complete details regarding scope of work, eligibility conditions, bid evaluation process, format for submission of technical and financial bids etc. is mentioned in this "Request for Proposal (RFP)" Document at Annexure-B.
3. Interested and eligible agencies, who meet the prescribed requirement, are advised to go through "Instructions to Bidders" and submit their competitive bids / offers in physical mode.
4. All prospective bidders are advised to read and understand the terms and conditions of the proposal as detailed in the RFP document before submitting their bids/proposals as no change is permissible once the bid/proposal is submitted.
5. Not more than one bid/proposal shall be submitted by one bidder/(s) having business relationship. Under no circumstance will father and his son/(s) or other close relations who have business relationship with one another (i.e. when one or more partner/(s)/director/(s) are common) be allowed to bid/offer for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection
6. Bidder who has downloaded the RFP document shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tempered/modified in any manner, tender will be completely rejected and EMD would be forfeited.
7. Bidders are advised to visit the website regularly till closing date for submission of bids to keep themselves updated about any change/modification in the RFP document which will be intimated through this website www.hpil.co.in only by corrigendum/addendum/amendment.
8. Bids will be opened as per date/time as mentioned in the Tender Critical Date Sheet. After opening of Technical-Bid the results of their qualification as well Price-Bid opening will be intimated latter
9. The schedule of important information and timelines / crucial dates for various activities related to this RFP document is provided in Table at Annexure-A.

SCHEDULE OF IMPORTANT INFORMATION AND TIMELINES/CRUCIAL DATES

S.No.	Head	Description
1	Tender Submission Mode	Bids shall be submitted through physical / manual mode.
2	Availability of RFP Document	RFP document can be downloaded from from the websites of the Company i.e. www.hpil.co.in
3	Date for publication of RFP	05.01.2022
4	Bid Submission Start Date	06.01.2022
5	Bid Submission End Date	27.01.2022
6	Technical Bid Opening Date	31.01.2022
7	Presentation by shortlisted bidders	TO BE DECIDED (will be intimated separately)
8	Earnest Money Deposit (EMD) (Registered MSMEs are exempted from payment of EMD as per extant instructions)	An earnest money (EMD) of ₹ 25,000/- (Rupees Twenty Five Thousand Only) in the form of Bank Draft/ Bankers Cheque drawn in favour of “Hemisphere Properties India Limited” payable at New Delhi may be submitted in original through speed post/Courier/Registered Post/ by hand so as to reach Sh. Diwakar Kumar Barnwal, Room No. 624, A-wing, Nirman Bhawan, Maulana Azad Road, New Delhi-110001 before 27.01.2022 (1600 Hrs) failing which bid/proposal shall not be accepted or electronically transferred into Company bank account No 000705040071, IFSC Code ICIC0000007, ICICI Bank, 9A Phelps Building Branch, New Delhi. The earnest money will be refunded to the unsuccessful bidder after the finalization of the contract.
9	Performance Bank Guarantee (PBG)	Successful bidder will have to deposit performance security @10% of contract value or ₹ 50,000/- whichever is higher in the form of Bank Guarantee for the period of contract on year to year basis. Performance Security money will be forfeited in case of violation of any of the terms and conditions of the RFP document.

REQUEST FOR PROPOSAL (RFP) DOCUMENT

Engagement of Asset Valuer(s) of Hemisphere Properties India Limited-under administrative control of Ministry of Housing and Urban Affairs (MoHUA)-Request for Proposal

1. INTRODUCTION

Hemisphere Properties India Limited (“HPIL or the Company”) is a Government of India Enterprise under the administrative control of Ministry of Housing and Urban Affairs (MoHUA) incorporated on 17.01.2005 and having its registered office at Delhi.

2. PROPOSAL

- a) HPIL requires the services of a reputed Asset Valuer(s) Entity - registered with Insolvency & Bankruptcy Board of India (IBBI) to carry out the company's assets valuation to act as Asset Valuer(s).
- b) All interested entities, with desired experience in valuation, and which fulfills the conditions prescribed in the 'Eligibility Criteria', may submit their proposals, as per the guidelines mentioned hereunder, for selection as "Asset Valuer".

3. TERMS OF REFERENCE (SCOPE OF WORK)

- a) The broad scope of work for the Asset Valuer(s) is to carry out the valuation of each parcels of land located in Pune, Chennai, Kolkata and Delhi on “as is where is basis” (as per annexure-C)
- b) HPIL is intending to appoint one or more than one Asset Valuer(s) for assessing valuation of immovable assets (land) of the Company.
- c) In estimating the market value / fair value for the assets, the valuer shall:
 - i. The Valuer shall obtain necessary details, information, etc., that may be required to identify the assets. In appropriate cases, HPIL may consider issuing necessary directions/instructions to officials to extend necessary assistance to the Valuer in the process.
 - ii. Collect information and conduct due diligence of matters like market information, the physical condition of the assets, quotations and offers of similar assets sold or available in close proximity to the subject property with proper justification in support of the best possible value assessment of the company and process followed as per the government guidelines
 - iii. To arrive at fair market value as on date for immovable properties located in Greater Kailash (Delhi), Chattarpur (Delhi), Pune, Chennai and Kolkata

- iv. Prepare Equity Value (Business Valuation) under Asset Valuation Method of the property by anyone or a combination of the following methods.
 - a. Comparison Method;
 - b. Income Capitalisation;
 - c. Discounted Cash Flow;
 - d. Cost Approach method;
 - e. Replacement valuation; or
 - f. Any other generally accepted valuation methods
- v. Suitably provide the justification along with the underlying assumptions for adopting the particular method of valuation
- vi. State clearly any special assumptions, caveats or limiting conditions with supporting empirical data that may alter opinions and conclusions or influence valuation. However, such special assumptions, caveats or limiting conditions shall be in accordance with the IBBI Guidelines dated 01.09.2020 as amended/modified from time to time.
- vii. Valuation of land parcels of HPIL need to be done taking into account the total area including land of the respective premises.
- viii. The Valuer shall obtain market value/ fair value and government guideline/ circle/ index/ ready reckoner value of the properties and advise HPIL on the valuation which would help the company in deciding the reserve price.
- ix. Report to be made as per Valuation Standards followed by India or International Valuation Standards as applicable on date
- x. The Valuation Report should, inter alia, provide the following:
 - a. Inception Report
 - b. Adopted Approach and Methodology
 - c. Analytic professional assessment including relevant considerations taken into account in valuation of assets and how these have been considered in arriving at the values.
- xi. Provide sufficient information in the Report to enable the reader to fully understand it, place reliance on the supporting data, reasoning, analyses and conclusions underlying Asset Valuer(s)'s findings, opinions and conclusions indicating implication on final valuation in quality and quantity both.
- xii. Completely and understandably set forth the valuation report in a manner, which will be comprehensive, accurate, and not in any manner misleading.

- xiii. The Valuer shall provide such other assistance as may be required in connection to the above.
 - xiv. Any other Assets, which the Valuer in their own professional judgment consider worth indicating. Market value for the above assets must be shown separately. If in the opinion of the valuer, certain Assets are likely to realize only scrap value, the same should be clearly indicated with suitable justifications for the same.
 - xv. The Valuer will be responsible for preparing a draft report (within 15 days from the date of assignment) and making detailed presentations on the subject matter as may be required by HPIL. Post presentation, the Valuer, shall, if required, incorporate the suggestions, as may be requested by HPIL or provide for any other additional clarification that may be required. The final deliverable shall be the final Valuation Report (within 30 days from the date of assignment) by incorporating the changes/modifications as may be suggested. The valuer shall submit two copies of valuation report.
- d) The Terms of Reference (ToR) mentioned above are indicative and non-exhaustive in nature. There may be some services relevant but not expressly captured in the aforesaid ToR, which upon being as and when brought to the notice of the Asset Valuer(s) by HPIL, will also form an integral and mandatory part of the ToR.
- e) HPIL reserves the option of getting valuation done from any other agency in case of non-performance, breach of terms and sharing confidential information.

4. ELIGIBILITY CRITERIA:

- a) The Bidder should meet the following eligibility criteria for technical evaluation and thereafter for opening of their financial bids.
- i. Bidder should be a Company/Limited Liability Partnership (LLP) Firm/Registered Partnership Firm who is registered with the Insolvency & Bankruptcy Board of India (IBBI) for the asset classes [viz. Land & Building]
- Note: A self-attested copy of the certificate of registration issued by IBBI may be furnished.**
- ii. Bidder should have successfully completed at least 1 (one) valuation assignment of the assets of similar nature during the period from 01 .04.2018 till one day prior to bid submission end date of a value of ₹ 100 Crore (Rupees One Hundred Crore Only) or more.

Note:

1. "Assets of similar nature" means assets comprising of same classes in single valuation assignment/transaction.
2. A self-attested copy of the certificate from the client of the interested party to be produced for successful completion of the asset valuation.

iii. Consortium bids will not be allowed.

5. PROPOSAL FORMAT & TECHNICAL EVALUATION CRITERIA

The short listing of the Asset Valuer(s) shall be based on the following technical evaluation:

Category	Particulars	Weightage
A	Experience and Capability (i) Profile of the organization and details of domestic/international assignments, indicating understanding of asset valuation in Land/Buildings, if any. (10 Marks) (ii) Capability, capacity, experience and expertise in handling similar assignments. (10 Marks)	45
B	Infrastructure and Manpower (i) Details of infrastructural facilities like office, manpower, etc. (10 Marks) (ii) Detailed profile of the core and support teams (with CV's of each team member detailing their qualification and relevant experience) that will be deployed on the assignment in the event of selection. (15 Marks)	25
C	Strategy for Valuation through presentation (i) Indicate strategy for valuation and demonstrate ability to deliver in a tight timetable, committing personnel and indicate the timeline.	30

6. BID SUBMISSION

- a) Proposals are to be submitted in 2 (two) separate envelope as per the following instructions:
 - i. Envelope-1
 - a. Covering letter on Letter Head of Company/Firm for bid/proposal submission by the Bidder;

- b. Authority letter/Board Resolution authorizing any person to sign the proposal and other documents on behalf of the bidder and signing of Valuation Report.
- c. General particular, duly filled-in and signed by the authorized signatory on behalf of the Bidder, as per the Format at Annexure-1.
- d. A copy of the self-attested copy of registration certificate issued by IBBI in favor of bidder and address proof of office at respective location;
- e. Details of bank draft / pay order / digital payment (to be credited directly to Account No. 000705040071, IFS Code: ICIC0000007, ICICI Bank, 9A, Phelps Building, Connaught Circus, New Delhi-110001) of ₹ 25,000 (Rupees Twenty Five Thousand Only) in favor of Hemisphere Properties India Limited, payable at New Delhi as Refundable Fee Earnest Money Deposit. In case of digital payment, a proof of same may be attached. Further, registered MSME's shall be exempted from payment of EMD as per extant instructions;
- f. Self-attested copy/(ies) of certificate/(s) from the client in support of successful completion of the asset valuation assignment of value of ₹ 100 Crore (Rupees One Hundred Crore) or more during the period from 01.04.2018 till one day prior to bid submission end date.
- g. Certificate of unconditional bid in format at Annexure-III. Please note that bids with conditionality will be summarily rejected.
- h. Affidavit regarding no conviction and no conflict of interest, as per Annexure-IV.
- i. Undertaking to effect that in case of selection and appointment, a Performance Bank Guarantee amounting to 10% of the fee quoted or ₹50,000/- whichever is higher, will be given in the form of a demand draft or bank guarantee, which shall be initially valid for a period of 1 (one year) and renewable on year to year basis till the completion of the transaction.
- j. Undertaking to effect that in case of selection and appointment, Confidentiality Undertaking (in Format at Annexure-II) shall be executed.
- k. Technical bid along with all schedules, certificates & Annexures, duly filled in, page numbered and signed by authorized signatory of Bidder in the format given in Para-5 above.
- l. Audited Financial reports of last 3 (three) years or financial reports of the available year/s, in case of entities incorporated during the last 3 financial years.

ii. Envelope-2

Bidders should submit their Financial Bids/Quotes in BOQ format which is given herewith at Annexure-V.

- b) The bid shall be submitted in Physical mode at following address:-
Sh. Diwakar Kumar Barnwal
Hemisphere Properties India Limited
Room No. 624, A-wing, Nirman Bhawan, Maulana Azad Road,
New Delhi-11001
Ph. :011-23061325, 9015982850
- c) The bids/proposals will be opened by the Tender Opening Committee in the presence of the bidders as per schedule given in critical date Sheet through video conference or alternatively at Room No. 610, A-Wing, Nirman Bhawan, Maulana Azad Road, New Delhi-110001
- d) For any clarifications or details, prospective bidder may contact: -

Mr. Bhavesh Singla
Hemisphere Properties India Limited
Room No. 625, A-wing, Nirman Bhawan, Maulana Azad Road,
New Delhi-11001
Ph. :011-23061325, 9015982850
Email : info@hpil.co.in
CC: ca.bhaveshsingla@gmail.com
- e) Financial Bids will be opened only after the presentations of only those parties who qualify in the technical evaluation. Please note that bids with any conditionally shall be summarily rejected.

Note:

- i. HPIL reserves the sole right to accept or reject any or all proposals thus received or to cancel the RFP or the work, without assigning any reason thereof.
- ii. HPIL will not be responsible for any delay on account of late submission of Bid. Late receipt of Bid will not be considered.
- iii. Consortium bids will not be allowed
- iv. Sub-contracting of the assignment will not be allowed. The appointed Asset Valuer(s) shall be solely responsible for all the required final deliverables.

7. PROCEDURE FOR SELECTION OF ASSET VALUER

- a) The eligible bidders would be required to demonstrate their credentials before the Tender Evaluation Committee (TEC) through a presentation, covering the areas / criteria listed in Para-5 above, and to make available a copy of the presentation in soft form through e-mail to the officer mentioned in Para-7(b) above before making the presentation. The date, time and venue for the presentation will be notified separately in due course on website of the company (i.e. www.hpil.co.in).
- b) The TEC would evaluate the Bidders on the criteria mentioned in paragraph 5 above based on their presentation and proposals received and short-list them for the

purpose of opening of their Financial Bids. Only parties/bidders scoring 70 or above marks/score out of 100 will be technically short-listed.

- c) The weightage of Financial and Technical components shall be in the ratio of 30:70 respectively. The combined score of technical and financial bids based on the Quality and Cost Based Selection (QCBS) Method will determine the H1, H2, H3 and so on.
- d) The Selection Committee will open the Financial Bids of only short-listed applicants. The short-listed bidders, if they so desire, may remain present at the time of opening of the Financial Bids. The marks scored by the short-listed bidders will be announced before opening of the financial bids.
- e) The bidder scoring the highest points/marks (H1) based on the above principles would be selected for the transaction. In the case of a tie in marks, the bidder who has a higher technical score will be selected.

8. REQUIREMENTS FOR FINANCIAL BIDS

- a) The Bidder is required to quote fee on location wise in INR (in Envelope-2) for the transaction. The fee quoted by the Bidder should be inclusive of all the expenses but excluding GST.
- b) The fee quoted should be minimum ₹1.00 (Rupee One) or in multiples of ₹1.00 (Rupee One), failing which the financial bid would be rejected. The tax component should be indicated separately while raising the bills for payment of fee. All bills are to be raised in INR and will be payable in INR.
- c) In case of mismatch of figures quoted in number and words; the figures in words will be taken as correct for all purposes.
- d) The Fee quoted by the H-1 bidder shall remain fixed till successful completion of transaction.
- e) The fee quoted should be unconditional.
Note: Bids with conditionality shall be summarily rejected. The travel-related expenses, stay expenses and all the other expenses including those related to due diligence, collection and review of data, preparatory work, visits to site, visits for clarifications/ meetings, making presentations, preparation of report, etc. will have to be borne by the Valuer.
- f) The Bidders will be liable to pay taxes/duties/cess etc. applicable as per prevailing law at their end.

9. TERMS OF PAYMENT

- a) The successful bidder shall submit GST complied bills in triplicate to the Company after completion of valuation for further necessary action. The payment shall be released after the execution of satisfactory work & necessary deductions, if any.

- b) The payment will be made through mode decided by the Company only in the bank account of the successful bidder.
- c) Payment of bills, which are ready in all respects, shall be endeavoured within 45 days from receipt of bill /invoice after submission of Final Report.
- d) Any clarification/correction/modification, if required, in the bill will be sought from the successful bidder/Valuer/agency within 10 working days from the date of submission of bills and same shall be re-submitted after making required corrections with in next 2-3 working days

10. PERFORMANCE GUARANTEE

In case the selected bidder fails to submit performance guarantee within the time stipulated, HPIL at its discretion may cancel the assignment to the selected bidder without giving any notice. HPIL shall invoke the performance guarantee only in case the selected bidder fails to discharge their contractual obligations during the period or in case HPIL incurs any loss due to selected bidder's negligence in carrying out the assignment as per the agreed terms & conditions. If the transaction falls through on account of the non-deliverance of the AV (as per the Scope of work and Terms of Reference) then the complete Performance Guarantee would be confiscated.

11. COMPLETION PERIOD

The Bidders are required to complete the aforesaid services/work in all respects within a period of 30 (Thirty) days from the date of issue of appointment letter and submit its Final Valuation Report whenever called for. Notwithstanding the submission of the Valuation Report, HPIL shall have the right to call upon the Valuer for making presentations on its report before any committee or officials of the Company and to respond to any queries / clarifications as the Company may seek and further, to provide support to the Company on valuation.

12. CONSTRUCTION AND INTERPRETATION

The Agreement between the HPIL and the Asset Valuer(s), including this RFP, shall be interpreted harmoniously. The documents shall be read as a whole for its correct meaning and interpretation

13. NON-ASSIGNMENT

Except as may be expressly agreed in writing by the HPIL, the successful bidder shall not assign its rights or obligations under this Agreement (Proposal, as accepted) to any other party.

14. TERMINATION

The award of work on the successful bidder/ Asset Valuer(s) may be terminated by the Company, if the said bidder becomes bankrupt or is dissolved, or ceases to exist or if the bidder unreasonably delays in carrying out the work entrusted to it. HPIL also reserves the right to terminate the engagement of the Valuer at any time. In case of any termination, the Valuer will not be entitled to any payment.

15. GOVERNING LAW AND JURISDICTION

This RFP and the subsequent agreement between the Parties shall be interpreted by and shall be governed and construed in accordance with the laws of India, without giving effect, if applicable, to the principles of conflict of laws. The Courts at New Delhi, India shall have sole jurisdiction over all matters arising out of or relating to this Agreement.

16. ARBITRATION

Any claims, questions, controversies or disputes which arises between the Parties to this RFP/Agreement concerning its construction or application, or the rights, duties or obligations of any Party hereunder, or arising from termination hereof, shall be referred to arbitration by a Sole Arbitrator appointed as per the Arbitration and Conciliation Act, 1996. The Sole Arbitrator shall be a person of great repute and unconnected to either party. The proceedings shall be in English, the laws of India shall be applicable and the place shall be New Delhi. The Award shall contain reasons and be final and binding on the parties.

GENERAL PARTICULARS

1. Name of the Bidder Firm/Company :
2. Date of incorporation of Company/LLP or Registration of Partnership Firm
3. Contact Details of Bidder Firm
 - i. Postal Address
 - ii. Contact No.
 - iii. Official E-mail for communication
4. Contact Details of Authorized Person
 - a. Name of Authorized Person
 - b. Postal Address
 - c. Contact No.
 - d. Official E-mail for communication
5. Details of Refundable Fee/Earnest Money Deposit (EMD)
 - a. DD/Bankers Cheque No. and Date (Physical Mode)
 - b. Unique Transactions No. and Date (Digital Mode)
 - c. Amount
 - d. Details of bank
6. Details of asset valuation assignment/transaction completed by Bidder (Refer para 4 of RFP)

S.No.	Transaction Name	Name of Client	Date of Assignment		Valuation Amount in (₹ in Crores)
			Award	Completion	

Note:-

- Details of only completed assignments to be included in the table above.
- Self-attested copy/(ies) of certificate/(s) from the client in support of successful completion of the asset valuation assignments of value of ₹100 Crore (Rupees One Hundred Crore) or more during the period from 01.04.2018 till one day prior to bid submission end date are required to furnished

7. Do you meet eligibility criteria laid down in Para-4 of RFP document
8. Kindly confirm whether following documents submitted with bid/proposal

S.No.	Name of Document	Envelope No.	Yes/No
1	Covering letter on Letter Head of Company/Firm for bid/ proposal submission by the Bidder		
2	Authority letter authorizing any person to sign proposal and other documents on behalf of bidder (including Board Resolution passed by the company)		
3	A copy of the self-attested certificate of registration issued by IBBI Certificate in favor of bidder		
4	Details of payment of Tender Fee/Earnest Money Deposit		
5	Whether certificate of unconditional bid in format at Annexure-III submitted		
6	Whether affidavit-cum-undertaking relating to no conviction and non-conflict at Annexure-IV submitted		
7	Whether undertaking to effect that in case of selection and appointment, a Performance Bank Guarantee shall be submitted given		
8	Whether undertaking to effect that in case of selection and appointment, Confidentiality Undertaking (in Format at Annexure-II), shall be executed.		
9	Whether Technical proposal in requisite format submitted		
10	Whether audited financial reports submitted(last 3 FY ended on 31.03.2021)		
11	Whether Financial Bid submitted		

9. Details of Bank account (For Refund of EMD)

Name of account		Account No and Type	
IFSC Code		MICR Code	
Bank and Branch Address			

Declaration

Verified that the information furnished hereinabove is correct and true to the best of my knowledge and belief and nothing has been concealed and misrepresented.

Seal with Signature of the authorized signatory of bidder

Annexure-II

CONFIDENTIALITY UNDERTAKING

It is certified that any and all information provided to..... [Name of the bidders] by Hemisphere Properties India Limited or affiliates shall be deemed to be Confidential Information (whether marked "confidential" or not) and[Name of the bidders] shall safeguard the said information with a great degree of care to ensure its confidentiality.[Name of the bidders] will use such information solely for the purpose for which it was disclosed and will not disclose, distribute, or disseminate the information to any third party (except its own employees on a need to know basis and after ensuring that they are made aware of and undertake to treat all such information as confidential). The period for which such information shall be treated as confidential is 10 (ten) years from the date of its disclosure, irrespective of the period of the agreement or its earlier termination..... [Name of the bidders] agrees that damages is not an adequate remedy to Hemisphere Properties India Limited in case of any unauthorized disclosure and Hemisphere Properties India Limited shall have full rights to obtain any mandatory or injunctive relief from a Court to enforce this provision of confidentiality. In case.....[Name of the bidders] is declared a successful bidder and is engaged by Hemisphere Properties India Limited for this engagement.

It is further certified that the valuation reports and other relevant documents, which are to be submitted by..... [Name of the bidder] to the Hemisphere Properties India Limited will not be disclosed to any other agency / person without prior permission of the Hemisphere Properties India Limited and will be treated as strictly confidential.

Seal with Signature of the authorized signatory of the bidder

Annexure-III

(On the Letterhead of the Bidder)

To,
The Director
Sh. Diwakar Kumar Barnwal
Room No. 624, A-wing, Nirman Bhawan,
Maulana Azad Road
New Delhi-110001

Dear Sir,

This is to certify that the fee quoted by us for engagement as Asset Valuer for valuation of the assets of HPIL is in accordance with the terms and conditions laid down in the RFP displayed on the website of the Company and is unconditional.

2. We further undertake that -

- a) In case of selection and appointment of (Name of Bidder) as Asset Valuer for the transaction, a Performance Bank Guarantee amounting to 10% of the fee quoted, will be given in the form of a demand draft or bank guarantee, which shall be initially valid for a period of 1 (one year) and renewable on year to year basis till the completion of the transaction;
- b) [Name of the bidder] undertakes 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 currency of the contract.
- c) [Name of the bidder] commits itself to take all measures necessary to prevent corrupt practice, unfair means and illegal activities during any stages of its bid or during any pre contract or post- contract stage in order to secure the contract or in furtherance to secure it. Any breach of aforesaid provisions by [Name of the bidder] or its employees or authorized representatives, shall entitle HPIL to take all or any one of the following actions, wherever required:-
 - a. forfeiture of performance guarantee;
 - b. to immediately call-off the pre-contract negotiations without assigning any reason or providing any compensation to [Name of the bidder].
 - c. to debar [Name of the bidder] from participating in any bidding process in future for a minimum period of 5 years.
 - d. to cancel all or any other contract signed with [Name of the bidder].
- d) In case of selection and appointment of (Name of Bidder) for the transaction, Confidentiality Undertaking (in Format at Annexure-II), shall be executed.

Seal with signatures of authorized signatory of the Bidder

(On the Letterhead of the Bidder)

Annexure-IV

UNDERTAKING

We, the undersigned ("Bidder") are submitting our bid in respect of the Request for Proposal No..... , Dated ... ("Bid") issued by Hemisphere Properties India Limited under administrative control of Ministry of Housing and Urban Affairs (MoHUA). We hereby solemnly affirm, declare and undertake as follows:

- a) Details of the Bidder as disclosed in Appendix-A enclosed herewith are true and correct as on date.
- b) 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).
- c) No enquiry/investigations for any Grave Offence is pending against us or any of our Indian 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.
- d) The details of enquiry/investigations for non-Grave Offenses pending against us/our Indian Sister Concern(s)/our or our Indian 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.
- e) There are no Conflicts of Interest with respect to the Proposed Transaction as on date
- f) During the tenure of our engagement for the Proposed Transaction, we shall keep the HPIL 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 HPIL and granting of such approval shall be the sole discretion of HPIL and shall be binding on us.
- g) 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 transaction or any other transaction which could have a direct Conflict of Interest, in any manner or capacity to a Competitor of the Company during the term of our engagement in respect of the Proposed Transaction without prior written approval of the HPIL and granting of such approval shall be the sole discretion of HPIL and shall be binding on us.
- h) 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 HPIL, in case any such Conflict of interest (or apparent conflict of interest) arises or results in relation to the Proposed Transaction.

- i) 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.
- j) We understand that
 - i. in cases where existing Conflict of Interest (or apparent conflict of interest) is not disclosed by us, HPIL would be entitled 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 Transaction. HPIL may also terminate our engagement for the Proposed Transaction, in whole or in part, if such termination is absolutely necessary in view of HPIL, to avoid the appearance of a Conflict of Interest.
 - ii. HPIL 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.
 - iii. If at any time after our appointment as an Asset Valuer, 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 Asset Valuer and shall be bound to inform them without any delay and shall voluntarily withdraw from the Proposed Transaction failing which HPIL may terminate our appointment after giving an opportunity of being heard.

Appendix A Bidder Details

Name of Bidder	
Address : Registered Office: Contact No. Email-id	
Constitution (Company/Partnership/LLP)	
IBBI Registration No and Date (along with class)	
Details of registration with other registered valuer Organisation/(s) (RVO)	

Seal with signatures of authorized signatory of the Bidder

Appendix-B

Details of Pending Enquiry/ Investigations

S.No.	Name of the Sister Concern(s)/concerned person(s) against whom the enquiry/investigation has been initiated	Relationship 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

Seal with signatures of authorized signatory of the Bidder

Appendix-C

Details of Present/Potential Conflicts/Facts or Interests that may be deemed as Potential Conflict of Interest

S.No.	Name of the Entity, in which interests Conflicts Exist/may arise	Relationship 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

Seal with signatures of authorized signatory of the Bidder

Annexure V

Format of Price Bid on the Letterhead of the Bidder

Tender Inviting Authority: Hemisphere Properties India Limited

Name of the Work: Request for Proposal (RFP) for engagement of Asset Valuer(s)

Item Description	Fee (in figures and words) To be entered by the bidder excluding GST in INR				
	Chattarpur (New Delhi)	Halisahar (West Bengal)	Greater Kailash (New Delhi)	Pune (Maharashtra)	Padiyanullar (Tamil Nadu)
Fixed Lump-Sum Fee in Indian Rupees excluding GST All other duties and expenses will be borne by-----[name of the bidder]					
GST					

Note:

- In case of mismatch in figure and the words quoted; the fee in words will be taken as correct for all purposes.
- Since the bid is exclusive of 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.

Seal with signatures of authorized signatory of the Bidder

Annexure-C

Details of Land locations

Land Locations	Area in Acres
Dighi-Pune	524
Halisahar-Kolkata	35.19
Chattarpur-New Delhi	58
Greater Kailash	69.46
Padianallur-Chennai	53.04