



CORRIGENDUM FOR TENDER
for
APPOINTMENT OF TRANSACTION ADVISOR

Integrated Bid System

Ref No. : HMT/RFP/2018-19/TA-01 Date: 6th July 2018

Published Date: 6th July, 2018
Corrigendum 1 Date: 16th July, 2018

Revised Clarification End Date	: 26/07/2018 up to 5 PM
Revised Date of Pre Bid Meeting	: 27/07/2018 at 11 AM
Revised Last Date of Receipt of Sealed Tender	: 09.08.2018 Up to 03.00 PM
Revised Date / Time of Opening of Bid	: 10.08.2018 @ 11.00 AM
Place of Tender Opening	: Akshaya Hall, First Floor, HMT Ltd. HMT BHAVAN, BANGALORE -560032

All other terms & Conditions of the Tender are unaltered.

HMT LIMITED,
HMT Bhavan,
#59, Bellary Road,
Bangalore – 560 032.



HMT LIMITED,
HMT Bhavan,
#59, Bellary Road,
Bangalore – 560 032.

REQUEST FOR PROPOSAL ("**RFP**")

Regarding

APPOINTMENT OF TRANSACTION ADVISOR

For

Licensing/Lease of Manufacturing Facilities of
HMT Tractor Division, Pinjore

Ref No. : HMT/RFP/2018-19/TA-01

Integrated Bid System

6th July, 2018

**GOVERNMENT OF INDIA
MINISTRY OF HEAVY INDUSTRIES
AND PUBLIC ENTERPRISES
DEPARTMENT OF HEAVY INDUSTRY
NEW DELHI**

DOCUMENT INDEX

	RFP DETAILS	PAGE NO.
	NOTICE INVITING TENDER	2
SECTION - 1	TENDER SCHEDULE	4
SECTION - 2	INTRODUCTION AND BACKGROUND	5
SECTION - 3	SCOPE OF WORK	6
SECTION - 4	TERMS & CONDITIONS	9
SECTION - 5	INTEGRATED BID AND EVALUATION	13
SECTION - 6	TECHNICAL BID FORMAT	17
SECTION - 7	PRICE BID FORMAT	20
	TOTAL NO. OF SHEETS	21

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ಎಚ್‌ಎಂಟಿ ಭವನ
ನಂ. 59, ಬೆಲ್ಲಾರಿ ರಸ್ತೆ, ಬೆಂಗಳೂರು - 560 032
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ಫ್ಯಾಕ್ಸ್ : 91-80-23339111

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(A Govt. of India Undertaking)
HMT BHAVAN
59, Bellary Road,
Bangalore - 560 032, INDIA
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Fax: 91-80-23339111

CIN : U29230KA1953PTCOO0748

Website : www.hmtindia.com

Ref. No. : HMT/RFP/2018-19/TA-01

Date: 6th July 2018

NOTICE INVITING TENDER (“NIT”)

Sub: Appointment of Transaction Advisor for licensing/lease of Manufacturing Facilities of HMT Tractor Division available at Pinjore

Sealed tenders are invited in “*Integrated Bid System*” by HMT Ltd., for the appointment of a Transaction Advisor for licensing/lease of the Manufacturing Facilities of HMT Tractor Division, Pinjore Post, Panchkula Dist., Haryana State -134101, from interested parties who may be firms or other entities (other than individuals) who have the necessary technical competence, experience to manage the entire process of licensing/leasing of the said Manufacturing Facilities on a ‘*Success Fee*’ basis and otherwise meet the eligibility criteria. The interested parties are requested to download the Tender document/ Request for Proposal (“RFP”) from www.hmtindia.com or www.tenders.gov.in.

The offer is to be submitted in **two bid format** comprising ‘*Technical Bid*’ and ‘*Price Bid*’. The bid document must be completed in all respects as per instructions contained therein. Before submitting the bid document to HMT Ltd., the Parties are requested to read the instructions carefully. Incomplete/inaccurate documents which do not conform to the tender requirements or where the bid documents have not been properly filled shall not be accepted. As per the two bid tendering mode, Technical bid and Price bid shall be submitted in separate sealed covers placed in one single sealed cover. The Earnest Money Deposit (EMD) and Tender Document Fee shall be placed along with Technical bid. The covers shall be duly super-scribed with:

1. Tender Title: “***Appointment of Transaction Advisor for licensing/lease of Manufacturing Facilities of HMT Tractor Division available at Pinjore***”
2. Tender Notice Reference No. and Date: **HMT/RFP/2018-19/TA-01 dated 6/7/2018**
3. Name & Address of the Bidder:

The cover shall be properly sealed along all joints. Tenders received in envelopes which are not sealed properly or only stapled, incomplete and conditional offers, offers submitted through fax, email & social media, offers received after due date, will not be accepted.

Tenders must be addressed to:

**The General Manager (CP&AM)
HMT Limited,
HMT Bhavan,
59, Bellary Road, Bangalore- 560032**

Corrigenda, if any, shall only be posted on www.hmtindia.com / www.tenders.gov.in websites and will not be notified through press advertisement / communication. Bidders are requested to check the website regularly for any updates. Any queries in this regard can be sent to email: gmp@hmtlimited.com / gkm@hmtlimited.com for any clarification.


Any clarifications/suggestions regarding the tender should be sent to the undersigned before the prescribed date given below and the same shall be clarified/ discussed during the pre-bid meeting. Tenders shall be opened on the stipulated date and time as below. Bidder or their authorized representatives may remain present at the time of opening of tender.

Important Dates/Information

Date of publishing of Tender Documents	: 06/07/2018
Last date for submitting Suggestions/ Clarification requests	: 16/07/2018
Date of Pre-bid Meeting at Pinjore (Address in Section-1)	: 20/07/2018 @ 11 am
Last Date/Time of Receipt of Sealed Tender at Bangalore (Address in Section-1)	: 31/07/2018 / 3 pm
Date of Opening of Technical Bid	: 01/08/2018 @11 am
Place of Opening: AKSHAYA HALL, HMT BHAVAN, #59, BELLARY ROAD BANGALORE - 560032	

HMT Ltd. reserves the right to accept or reject any or all the offers without assigning any reason whatsoever and the same shall not be subject to review by any court(s).

Yours faithfully
For HMT LIMITED,


(C. Patnaik)
General Manager (CP&AM)
HMT LIMITED,
Tel: +91 080 23330333/23533687
+919108022848

SECTION 1 - TENDER SCHEDULE

Sl.No.	Description	Detailed Information
1	Name of the Project	Tender for the appointment of a Transaction Advisor for licensing/lease of Manufacturing Facilities of HMT Tractor Division at Pinjore
2	RFP Reference Number	HMT/RFP/2018-19/TA-01
3	Date of publishing of tender document	6 th July 2018
4	Last Date for receipt of clarifications / suggestions	16 th July 2018
5	Date of Pre-bid Meeting at Pinjore	20 th July 2018 @ 11 am
6	Place of Pre-bid Meeting	HMT Tractor Division, Pinjore Post, Panchkula Dist., Haryana State -134101
7	Last date / time for tender submission	31 st July 2018 / 3 pm
8	Tender to be addressed to	General Manager (CP&AM), HMT Limited, HMT Bhavan, No.59, Bellary Road, Bangalore – 560032
9	Place for tender submission	Administration Department, HMT Limited, First Floor, HMT Bhavan, No.59, Bellary Road, Bangalore – 560032
10	Date of opening of Tender & Bid	1 st August 2018 @ 11 am
11	Place of tender opening	Akshaya Hall, I Floor, HMT Bhavan, No.59, Bellary Road, Bangalore - 560032
12	Contact for any Tender related queries	General Manager (CP&AM), HMT Limited, Phone : 08023533687 / 9108022848 email: gmpc@hmtlimited.com / gkm@hmtlimited.com or General Manager, HMT Tractor Division, Pinjore Post, Panchkula Dist., Haryana State - 134101 Phone: (0173264111 / 07082107801
13	Tender Document Cost (non-refundable)	Rs. 1,000/- (Rupees One Thousand only)
14	Earnest Money Deposit (EMD)	Rs 5,00,000/- (Rupees Five Lakh only)
15	Proposal Validity	90 days from the Bid Opening Date.

NOTE

1. Tender Document Cost of **Rs. One Thousand only** has to be paid through NEFT/ other electronic means to HMT Limited, Bangalore (**Current A/c No.: 90020200010001, IFSC Code: UCBA0002016, Bank: UCO Bank, Branch: Ganganagar, Bangalore**). Copy of the proof of payment should be submitted along with the Technical Bid only.
2. EMD of Rs Five Lakh to be paid through RTGS / other electronic means to HMT Limited, Bangalore (**Current A/c No.: 90020200010001, IFSC Code: UCBA0002016, Bank: UCO Bank, Branch: Ganganagar, Bangalore**). Photo copy of the proof of payment including UTR number should be submitted along with the Technical Bid only.
3. Bids not containing reference of payments of tender document cost and EMD shall be rejected.

SECTION 2- INTRODUCTION AND BACKGROUND

HMT Ltd. is a Central Public Sector Undertaking under the administrative control of Department of Heavy Industry, Ministry of Heavy Industries and Public Enterprises, Government of India. It is a Technology-Driven company that has been meeting the demands of various sectors in India and abroad. It has set up various manufacturing units across the country for manufacture of its diverse product range with its Head Quarters at Bangalore.

To meet the emerging needs of the Capital Goods Sector, HMT Ltd. has decided to provide prime focus on its core business of manufacturing Machine Tools and shelve its present operations of manufacture of inter alia Watches, Bearings and Tractors. In this direction, HMT Ltd. has already received approval of the Government for closure of operations of HMT Tractor Division and most of the employees have been relieved on VRS while services of rest of the employees were terminated under I D Act. All the employee related dues have been paid to the employees.

In line with the directions of and with the approval of the Government of India, HMT Ltd. now proposes to licence/lease out only its Tractor manufacturing facilities including machinery and land and buildings available at Pinjore on an “*As is where is*” basis as also its trademark registered under Class 12 specifically with respect to “*Tractors and its parts*” to the interested parties, local and international preferably engaged in Capital Goods, Tractor manufacturing or Auto Sector for Medium/Long term (“*the Transaction*”). In the 330th Board meeting of HMT Ltd. held on 14th May 2018, the Board has resolved to appoint a Transaction Advisor for the purpose of carrying out and managing the Transaction. Therefore, this RFP for an appointment of the Transaction Advisor is issued by HMT Ltd.

BRIEF OVERVIEW OF PINJORE UNIT:

The Machine Tools manufacturing unit of HMT was setup at Pinjore, Haryana in the year 1963 and the Tractor Manufacturing unit in the year 1971. The brief profile of the Tractor Unit at Pinjore is as below:

SN	Description	Particulars
1.	Location	Pinjore (Haryana) Near Chandigarh
2.	Commencement Year	1971
3.	Collaborations	Motokov, Czech (for complete tractor) in 1971, AVL Austria (for Engine up-gradation) in 1986.
4.	Capacity (per annum)	Current status - 8500 tractors per annum
5.	Facilities	Integrated facilities for Manufacture, Assembly and Testing of Tractors and Engines. R&D etc.
6.	Factory Area	53 acres approx (One acre = 43560 sqft)
7.	Covered Area	11 acres approx. within the 53 acres as above

SECTION 3 : SCOPE OF WORK

The selected Bidder/appointed Transaction Advisor shall assist the Company in the process of selection of a suitable lessee/licensee including possibly through a Dutch Auction and ensure that the assets fetch optimum lease/license amount. The Transaction Advisor shall be required to undertake tasks related to all aspects of the proposal culminating into successful completion of the Transaction. The broader scope of work, would, inter alia include but not be limited to:-

1. Valuation of movable, immovable, tangible and intangible assets including the trademark registered under Class 12 of the Trademarks Act, 1999 specifically with respect to “*Tractor and its parts*”;
2. Advising on various long term lease and licensing options keeping local ,state and central laws in mind and the modalities that can be adopted for better realisation of price for the manufacturing facilities;
3. Suggesting measures to fetch optimum lease/licence amount including by way of a Dutch auction;
4. Preparation of all requisite documents like Preliminary Information Memorandum (PIM), Confidential Information Memorandum (CIM), Request for Proposal (RFP), Bid documents including for Dutch auction as may be decided, Confidentiality Agreement etc and getting them duly approved by the Company before issue;
5. Structuring the Transaction to inspire market confidence and ensure wide participation by domestic and international parties, and recommending the fair value that can be accepted;
6. Designing a suitable two part traditional bid/ Tender process or Dutch auction process defining the minimum eligibility criteria that will ensure comparable and competitive bids; Set up bid evaluation system and criteria, as required;
7. Inviting and evaluating the received bids if traditional Tender method is chosen, assisting and professionally guiding during the negotiations with successful bidder in the traditional bid process or the Dutch auction process, as chosen;
8. Drafting of the license/lease agreements and advising on all related matters.
9. Working closely and cooperatively at all times with company’s legal advisory team in regard to the Transaction including to have vetted and finalised the aforesaid agreements.

The detailed Terms of Reference (**ToR**) would include:

➤ ***Valuation of Assets***

Valuation of the movable, immovable, tangible and intangible assets forming part

of the premises including the trademark of HMT Ltd. registered under Class 12 (*Tractor and Parts thereof being Goods*) based on the possible methods like relative valuation, Discounted Cash Flow (DCF), opportunity cost or replacement cost valuation with different scenario(s) or any other suitable method to obtain the best valuation for the movable and immovable assets and highlighting the pros and cons of various methods. Possible options with respect to change in facility use and valuation based on different options.

➤ ***Advising on Modalities***

Advising on the modalities of the long/medium term license/ lease of the manufacturing facilities and premises, preparing and submitting a detailed operational scheme to successfully implement the licensing/ leasing process, indicating tentative timelines for each activity.

➤ ***RFP***

Preparation of RFP on Global tender basis; Positioning the licensing/ leasing out to generate interest among the prospective Licensees/Lessees.

Preparation of Dutch auction bid papers, if this process is advised and chosen.

➤ ***Preparing the Deal Collateral***

Preparing the deal collateral for the Transaction including but not limited to:

(a) Preliminary Information Memorandum (“PIM”) with intent of providing requisite information with respect to the manufacturing facilities available at HMT Tractor Division, Pinjore.

(b) Confidential Information Memorandum (“CIM”) covering requisite detailed information.

(c) Facilitating execution of Non-Disclosure Agreement (“NDA”) and subsequent communication.

➤ ***Due Diligence Assistance***

Support in setting up of the e-data room for the bid process and assisting in the smooth conduct of the due diligence process.

➤ ***Fair Valuation***

Recommending the fair value, reserve price for long term licensing/ leasing considering the valuation arrived at based on the most appropriate valuation methodology.

➤ ***Bid Process Management***

Managing a transparent process of interest solicitation from potential Licensees/ Lessees including but not limited to:

(a) Preparation and issuance of advertisement/RFP etc; and organizing pre-bid

meeting(s) and site visit(s);

(b) Analysis of and framing/drafting replies to queries of prospective Licensees/Lessees and making necessary modifications, if required in the bid documents;

(c) Invitation and evaluation of bids from prospective Licensees/Lessees or conduct of Dutch auction process and preparation of requisite documents / collateral leading to final selection of the Licensee/ Lessee.

➤ ***Finalization***

Finalizing the process of long/medium term licence/ lease through competitive bidding on Global tender basis or through global participation in Dutch auction process.

➤ ***Negotiation***

Assisting in negotiations with shortlisted Licensees/Lessees, if required.

➤ ***Drafting***

Drafting of requisite agreements (License/Lease Agreement etc.) and all legal documentation required for execution of the Transaction on behalf of HMT Ltd to be got legally vetted by the selected Transaction Advisor before seeking execution by HMT. However, all the documents prepared by the selected Transaction Advisor including RFP, Tender Documents and Agreements to be executed with the successful Bidder (Licensee/Licensor) and legally vetted shall be approved by HMT Ltd after scrutiny by its legal advisory team. Transaction Advisor shall work closely, cooperatively and in coordination with the legal advisory team of HMT Ltd to ensure smooth conclusion of the Transaction.

➤ ***Legal Compliance***

Ensuring compliance of applicable regulatory requirements including obtaining statutory approvals and clearances, wherever necessary, and coordinating and monitoring the progress of the Transaction until its completion.

➤ Assist in closure of the Transaction; Advise on post-License/Lease matters, if any

➤ Providing any other analytical and transactional support required by HMT Ltd. for the successful completion of the Transaction.

The ToR mentioned above are indicative and non-restrictive in nature. There may be some services relevant but not expressly captured in the aforesaid Scope of Work, which upon being brought to the notice of the Transaction Advisor shall be performed and this will also form an integral and mandatory part of the ToR without any extra cost.

SECTION 4 - TERMS AND CONDITIONS

1. Bids/Offers/Proposals received after the due date & time will be rejected.
2. Window envelope shall not be used for submitting the bids.
3. All the Bidders should sign at the end of each page of the bid and provide an undertaking stating that all information/documents forwarded by them are true and correct and that, in case it is found to be incorrect in future, the same would entitle HMT Ltd. to reject the bid forthwith and/or terminate the contract and/or forfeit the Security Deposit.
4. Bids should be submitted in the prescribed formats only and the quoted prices should be both in figures and words. In the event of difference, the price in words shall be valid and binding.
5. Any correction/overwriting etc. should be authenticated with the initials of the Bidder. Multiple bids from sister concern or related concern having common ownership/links with each other are strictly not allowed. In such cases, all the bids made thus shall be disqualified.
6. Any firm or other entity which has been barred by any agency of the Central Government, State Government, any Statutory / Regulatory Authority or any Public Sector Undertaking, as the case may be, from participating in any bid, and the bar subsists as on the date of the Proposal, would not be eligible to submit a bid either itself or through its associate or sister concern.
7. Details of the information regarding any prior/existing transactions by the party with HMT Ltd. and/or its subsidiaries including those of any relative of the party employed in HMT Ltd. or any of its subsidiaries should be submitted on a separate sheet along with the technical bid of the tender. Failure to do so will entitle HMT Ltd to reject the bid without assigning any reason.
8. HMT Ltd. does not bind itself to accept any tender or assign any reason for not accepting the tender offer. It further reserves the sole right and discretion to accept/reject any tender wholly or in part and without assigning any reason and shall not be liable in any manner for the same.
9. HMT Ltd. takes no responsibility for any loss/ delay/ non-receipt of Tender bid sent by post or by any other arrangement by a bidder.
10. All the bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Tender/ Selection Process. Notwithstanding anything to the contrary contained in this RFP, HMT Ltd. shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, attempted to influence in any manner the Selection Process and / or has engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (“Prohibited Practices”) in the Selection Process.

11. NO CONFLICT OF INTEREST:

The Bidder shall be deemed to be in a conflict of interest situation if it can be reasonably concluded that its position in a business or its personal interest could improperly influence its judgment in the exercise of its duties if its bid is accepted. The Bidder shall not have a conflict of interest that may affect the Tender/ Selection Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, HMT Ltd. shall forfeit and appropriate the Earnest Money Deposit as mutually agreed genuine pre-estimated compensation and damages payable to HMT Ltd. for, inter alia, the time, cost and effort of HMT Ltd. including consideration of such Bidder's Proposal, without prejudice to any other right or remedy that may be available to HMT Ltd. hereunder or otherwise in law.

12. The Bidder shall bear all costs and expenses associated with the preparation and submission of its proposal, including any site visits, inspection of manufacturing facilities, valuation, field investigations, data collection, analysis, etc. as also for any discussions/negotiations. HMT Ltd. shall not be responsible or liable for any such costs and expenses incurred.
13. All communication and information shall be provided in writing and in English language only.

14. PRE-BID CONFERENCE:

Pre-Bid Conference of the Bidders shall be convened at the designated date, time and place as given in Section-1. A maximum of three representatives of each Bidder shall be allowed to participate on production of appropriate authority letter on letterhead signed by an authorised signatory or a certified copy of Board resolution authorising the representative from the Bidder. HMT Ltd reserves the right to accept or reject the authority letter or certified copy of such Board resolution without having to assign any reason whatsoever. During the course of Pre-Bid Conference, the Bidders will be free to seek clarifications and make suggestions. HMT Ltd. shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Selection Process. The Bidders would be free to inspect the manufacturing facilities **before or after** the pre bid conference. Mr. Ashis Mazumder, General Manager, HMT Tractor Division, Pinjore (Contact Particulars in Section-1) and his team will facilitate such inspection which can be carried out by observing the rules and regulations of the manufacturing facility in regard to safety, security etc.

15. INDEMNITY:

The selected Bidder/appointed Transaction Advisor shall indemnify and hold HMT Ltd. harmless from and against any direct/indirect loss or damage that is caused due to any deficiency in services provided by it or any of its authorised

representatives.

16. ASSIGNMENT:

Sub-contracting of the assignment will not be allowed. The selected Bidder/appointed Transaction Advisor shall be solely responsible for conducting, advising upon and managing the Transaction and for all the required final deliverables.

17. AGREEMENT:

The successful/selected Bidder shall be required to enter into an Appointment of Transaction Advisor Agreement with HMT Ltd. ("*the Agreement*"). The Agreement shall come into force and effect on the date of signing which shall be deemed to be the Effective Date. A Copy of the draft Agreement will be uploaded on the Company's website before pre-bid meeting and can also be collected during the pre-bid meeting.

18. SECURITY DEPOSIT:

The EMD amount of Rupees Five lakh paid by the successful/selected Bidder shall be treated as a refundable Security Deposit from the Effective Date. The Security Deposit does not carry any interest and will be refunded to the Transaction Advisor on expiry/termination of the Agreement entered into, after adjusting all the dues and penalties, if any.

19. COMMENCEMENT OF SERVICES:

The successful/selected Bidder shall commence the services within three (3) days of the Effective Date of the Agreement. In the event the Bidder abandons the Transaction at any stage then the Security deposit of the Bidder will be forfeited for the reason stated in point 11 above without prejudice to any other right or remedy in law that HMT Ltd. may have.

20. PROPRIETARY DATA:

All documents and other information supplied by HMT Ltd. or submitted by the Bidder to HMT Ltd. shall remain or become the property of HMT Ltd. All the Bidders are required to treat all such information as strictly confidential and are not allowed to be disclosed to any third party without the prior written consent of HMT Ltd. Such documents and information may only be used for the purpose of the Transaction

21. SCOPE:

The selected Bidder shall perform the services as outlined in the section dealing with Scope of Work which will be to inter alia assist and advise HMT Ltd. in regard to the Transaction, make a valuation of the manufacturing facilities, advise on the appropriate and minimum licensing fee, conduct the auction process including possibly a Dutch auction, identifying and ensuring wide

participation of parties in the bidding process/ Dutch auction and assist in negotiating the Licensing / Lease Agreement with the successful bidder in the bid process/ Dutch auction and in concluding the proposed Transaction. The scope of services is more fully spelt out in Section 3 above. However, it is clarified that the decision whether to proceed with and how to consummate the Transaction lies solely with HMT Ltd and this shall be an essential condition.

22. DISPUTE SETTLEMENT MECHANISM:

Any claim, difference, disputes or controversy (“*Dispute*”) arising shall be resolved by mutual discussion between the Parties within 30 days of receipt of written notice from the aggrieved Party. Failing amicable settlement, the Dispute shall be resolved through a sole Arbitrator appointed by the Parties. The award of the Arbitrator shall be final and binding on the Parties. The arbitral proceedings shall be conducted in English language at Bangalore as per the provisions of the Arbitration and Conciliation Act, 1996.

In case the selected Transaction Advisor is a CPSE / Government Entity, in the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contracts, such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No 4(1)/2013-DPE(GM)/FTS-1835 dated 22nd May 2018.

23. JURISDICTION:

Subject to point 22 above, the Courts at Bangalore shall have the exclusive jurisdiction over any dispute arising out of this tender.

SECTION 5:- INTEGRATED BID AND EVALUATION

The evaluation of the proposals of the Bidders shall be made on an Integrated Bid System, where in technical evaluation will have weightage of 60% and financial evaluation will have weightage of 40%. The proposals of only those bidders who meet the Minimum Eligibility Criteria as below shall be considered for evaluation:

Minimum Eligibility Criteria

- The Bidder must be a valid legal entity
- The Bidder must have been in existence for the past ten years
- The Bidder must have been empanelled by Central Government / Autonomous Body of the Central Government / State Government as a Transaction Advisory Firm /Agency /entity
- The Bidder should not have been convicted by court of law or blacklisted by any HMT or any Government entity
- The Bidder should not have any clear Conflict of Interest
- The Bidder should have minimum revenues of at least Rs Fifteen Crore during each of the last three financial years

5.1 Technical Bid Evaluation

The technical bid will be evaluated based on expertise, relevant experience, key personnel, turnover etc. Following are the requirements of the technical bid:-

5.1.1 Empanelment

The Bidder should be empanelled as a Transaction Advisory Firm/Agency with Central Government / Autonomous Body of the Central Govt / State Government.

5.1.2 Experience:-

5.1.2.1 The Bidder must be a reputed professional consulting firm/ investment banker/ merchant banker/ financial institution/ bank/ company having experience of at least 10 years for providing similar advisory services for long/medium term lease, license, strategic sale and private equity transaction. The Bidder should enclose the professional certificate, Certificate of Incorporation/Registration Certificate of Partnership Firm/LLP/ relevant document in respect of other entities, evidencing experience/ existence for ten years or more.

5.1.2.2 The Bidder should have advised, handled and successfully completed at least two transactions of licensing/ leasing out long/medium term lease, licence, strategic sale or of similar nature in preceding three financial years.

5.1.3 Financial Capacity:-

The Bidder shall have received a minimum of Rs 2 Crore (Rupees Two Crore only) per annum as professional fees during each of the three preceding financial years. For the avoidance of doubt, professional fees herein above refers to fees received by the

Bidder for providing advisory or consultancy services to its clients. The Bidder shall submit Audited Account Statement or income tax returns for three preceding financial years.

5.1.4 Turnover: -

Average turnover for the three preceding financial years i.e. FY- 2017-18, 2016-17, 2015-16 or FY-, 2016-17, 2015-16, 2014-15 should be more **than Rs Fifteen Crores**.

5.1.5 Key Personnel: -

Each of the Key Personnel working with the firm or entity must fulfil the conditions of eligibility specified below (Profile of each key person to be enclosed):

Key Personnel	Educational Qualification	Length of Prof. Experience	Minimum Experience
Team Leader (Lease / Real Estate Expert)	CA/CMA/CFA/ MBA/ Graduate in Civil / Mechanical Engineering	7 Years	Transaction Advisory experience of leasing/transferring property including familiarity with project agreements, tender arrangements, project structuring, risk management and successful project implementation.
Finance Expert	CA/CMA/MBA	7 Years	Financial structuring of infrastructure projects, Model preparation, Risk analysis of at least two Infrastructure / Real Estate projects on leasing properties.
Contract / Legal Expert	Law Graduate	7 Years	Preparation of Contracts documents, Contract negotiation and successful project closure of at least two projects on leasing properties.
Empanelled Trade Mark valuation Expert	CA/ Engineer / other relevant qualification	7 years	Experience in valuation of Trade Mark registered under Class 12 or related area
Empanelled Valuation Expert	Govt. of India Certified Authorized Valuer	7 Years	Experience of undertaking valuation of at least two Infrastructural/Real Estate projects.

5.1.6 Resources Allocation for the project

The Bidder shall indicate the resources in terms of manpower being allotted to this project

5.1.7 Presentation: -

The Bidders meeting the minimum eligibility criteria would be required to demonstrate their credentials through a presentation, covering the parameters listed above, understanding of the objectives of the Assignment and the Technical Approach and Methodology proposed for carrying out the activities. The date, time and venue for the presentation will be intimated in due course and shall be conducted before the financial proposal evaluation. The Bidder should bring along 10 copies of the presentation, at the time of presentation. The presentations will be rated on a scale of ten and will be one of the technical evaluation parameters.

Weightage for Evaluation of Technical Bid

SN	Parameter	Max. Score	Points Scored (upto two decimals)
1	Expertise in relevant assignment	15	Team Leader : Maximum of 5 points awarded if experience in the field as per minimum experience indicated at 5.1.5 is 10 years; pro-rata for below 10 years Other Key Personnel: Maximum of 2.5 points awarded if experience in the field as per minimum experience indicated at 5.1.5 is 5 years and above; pro-rata for below 5 years
2	No. of leasing Projects completed in the previous five years	15	15 points for 10 projects & above; pro-rata for below ten projects
3	Average Turnover in past three years	10	10 points for Rs 100 Cr & above & pro-rata for below Rs 100 Cr
4	No. of Global Tenders handled successfully in the past five years	5	5 points for 10 tenders & above & pro-rata for below five
5	Presence across the Country and overseas	5	3 points for 10 offices & above in India & pro-rata for below ten 2 points for 3 offices & above in India & pro-rata for below three
6	Presentation	10	As detailed in para 5.1.7
	TOTAL	60	

5.2 Financial Bid:-

1. The Bidder is required to quote a **Success fee** as a percentage (%) of the licensing/leasing proceeds receivable by HMT Ltd. for the first month.
2. The Success fee shall be payable only after the successful completion of the Transaction i.e. only after the selection of the lessee/licensee and receipt of the leasing/licensing proceeds for the first month.
3. The fee quoted by the Bidder should include all the applicable taxes, cess, duties etc. excluding GST. The fee will be payable in Indian rupees.
4. The percentage (%) fee quoted by the Bidder shall remain firm till successful completion of Transaction.
5. The fee quoted should be unconditional. The travel related expenses and all the other expenses including those related to due diligence would have to be borne by the successful Bidder / selected Transaction Advisor.

6. The selected Transactional Advisor will be liable to pay taxes/duties/cess etc. applicable as per prevailing law at their end. However, HMT will deduct any applicable TDS / other taxes as per prevailing rates.

Weightage for Evaluation of Financial Bid

1. For evaluation of the financial bid, the percentage (%) quoted in the financial proposal will be considered. HMT Ltd. will determine whether the financial bids are complete, unqualified and unconditional. The percentage (%) indicated in the financial bid shall be deemed as final and reflecting the total cost of services.
2. Calculation of financial score

Financial Proposal	Lowest Bid	Score = 40
	Other bids	Score = { Lowest financial bid / Financial bid under consideration)* 40}

6 Combined Final Evaluation

Final scores will be arrived at by combining individual score obtained in technical and financial evaluation. The Bidder with highest combined score will be designated as **Selected Transaction Advisor**.

7 Drop-Dead Fee

A Drop-dead Fee to the maximum extent of Rs.20 Lakh only (Rupees Twenty Lakh only) would be payable to the appointed Transaction Advisor in case the Transaction is called off. The drop-dead fee would be payable as under:

- 10% or the actual expenditure incurred by selected Transaction Adviser, whichever is lower, if the Transaction is called off after submission of valuation report but before issue of RFP to the prospective Lessees/Licensees.
- 25% or the actual expenditure incurred by selected Transaction Adviser whichever is lower, if the Transaction is called off after issuance of the RFP document but before selection of Lessee/Licensee is completed.
- 100% or the actual expenditure incurred by selected Transaction Adviser whichever is lower, if the Transaction is called off after the selection of Lessee/Licensee.

The selected Transactional Advisor will be liable to pay taxes/duties/cess etc. applicable on the drop dead fee as per prevailing law, excluding GST, at their end. However, HMT will deduct any applicable TDS / other taxes as per prevailing rates.

SECTION 6 – TECHNICAL BID FORMAT

Ref: HMT/RFP/2018-19/TA-01		DATED:
A. FULL PARTICULARS OF THE BIDDER:		
(i)	Name of Organisation	
(ii)	Communication particulars of Corporate and Registered office	
	Address	
	Telephone/ Mobile / Fax / Email /	
(iii)	Website	
(iv)	Type of Business	
	(Partnership/ Private/ Public/ Company Body/Joint Venture etc.) with registration particulars (Attach Memorandum and Articles of Association if any)	
(v)	Name of Partners/ Directors	
(vi)	Structure of the Organisation	
(viii)	PAN (Attach copy of PAN Card)	
(ix)	GST No (Attach Copy)	
(x)	Paid up Capital	
(xi)	Net worth	
(xii)	Annual turnover of last three financial years	
(xiii)	Other recourses/ bank credit or Bank Solvency Certificate	
(xiv)	Name of any two responsible officers of the Organisation along with address, Landline, mobile number, email id, etc. who can be contacted in the matter	

B. DOCUMENTS ENCLOSED

SN	Document	Whether enclosed		
1)	Memorandum of Articles of Association enclosed (If the Bidder is a Firm/Company)	YES/ NO/ NA		
2)	Net worth of the Firm / Company	YES / NO		
3)	Operating Cash Flow Statement	YES / NO		
4)	Audited Annual Accounts	YES / NO		
5)	Audited balance sheet for the last 3 financial years	YES / NO		
6)	Copies of the Income-Tax Returns filed by the Bidder during last 3 years	YES / NO		
7)	Proof of Earnest Money Deposit payment attached	YES / NO		
	Bank:	Reference no.:	Date:	Amount:
8)	Proof of Tender Document Cost payment attached	YES / NO		
	Bank:	Reference no.:	Date:	Amount:

C. DETAILS OF KEY PERSONNEL

Key Personnel	Educational Qualification	Length of Prof. Experience	Experience in Detail
Team Leader (Lease / Real Estate Expert)			
Finance Expert			
Contract / Legal Expert			
Trade Mark Expert			
Valuation Expert			

D. RESOURCE ALLOCATION FOR THE ASSIGNMENT
(Please enclose separate sheet)

.....
Name/Signature of the Bidder
With seal & Date

DECLARATION

(TO BE ENCLOSED WITH TECHNICAL BID)

1. We hereby declare that, we have read and gone through all the terms & conditions contained in the RFQ/Tender Document Ref: HMT/RFP/TA-01 and the same is read, understood and agreed by us before submitting the bid.
2. We hereby declare that, we meet the minimum eligibility criteria as mentioned in Section 5 in the RFQ/Tender Document Ref: HMT/RFP/TA-01.
3. We am/are furnishing the above information to the best of my/our knowledge and ability.
4. In case HMT Ltd. finds at a later date that any of the information furnished by us is false, we am/are liable for any action being initiated by HMT Ltd., against us including cancellation of our Quotation and forfeit of EMD without giving any notice.
5. We accept all the terms and conditions as mentioned in the tender document.
6. We further declare that we have not submitted any other quotation in response to the above Tender Notification through my/our sister concern.
7. We declare that we do not have any conflict of interest that may affect the Tender/ Selection Process.
8. We declare that the quoted **Success Fee** shall remain firm till successful completion of Transaction.
9. We declare that the validity of offer is for a minimum period of 90 days from the Bid Opening Date.
10. We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Transaction Advisory bid for is not awarded to me/us or my/our proposal is not opened or rejected.
11. In the event of our firm/entity being selected as the Transaction Advisor, I/we agree and undertake to provide the services in accordance with the provisions of the RFP

**Name/Signature of the Bidder
With seal & Date**



SECTION 7 –PRICE BID FORMAT

Ref: HMT/RFP/2018-19/TA-01	DATED:
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1. We are quoting a Success fee as a _____ percentage (%) of the licensing/leasing proceeds receivable by HMT Ltd. for the first month.
2. We hereby agree and declare that the percentage (%) fee quoted above shall remain firm till successful completion of Transaction.
3. We hereby declare that the Success fee quoted above is inclusive of all the applicable taxes, cess, duties etc. excluding GST.
4. In the event of our firm/ entity being selected as the Transaction Advisor, we agree and undertake that the Success fee shall be payable only after the successful completion of the Transaction i.e. only after the selection of the lessee/licensee and receipt of the leasing/licensing proceeds for the first month.

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**Name/Signature of the Bidder
With seal & Date**