

**HINDUSTAN PAPER CORPORATION LIMITED**  
**(A Govt. of India Enterprise)**  
**75-C, PARK STREET, KOLKATA – 700 016.**  
**Website: [www.hindpaper.in](http://www.hindpaper.in)**

**Engagement of an Asset Valuer for Valuation of Assets of Hindustan Newsprint Limited (HNL) - Request for Proposal**

**1. INTRODUCTION**

- 1.1 Hindustan Newsprint Limited (HNL), a wholly owned subsidiary of Hindustan Paper Corporation (HPC), is a Mini Ratna Public Sector Enterprise under the administrative control of Ministry of Heavy Industries & Public Enterprises (HI&PE), Department of Heavy Industry (DHI). HNL was incorporated on June 7, 1983 with the main objective of taking over the business of erstwhile Kerala Newsprint Project (KNP), a unit of HPC. Registered Office of HNL is at Newsprint Nagar, District Kottayam, Kerala
- 1.2 HNL located at Newsprint Nagar, Dist. Kottayam, Kerala is one of the largest integrated newsprint mills in India with an installed capacity of 1,00,000 ton per annum (**TPA**) of newsprint. The core competence of HNL lies in its highly skilled technical manpower, which is rated as the best in the domestic newsprint industry. HNL produces standard Newsprint grades of 42 GSM, 45 GSM and 48.8 GSM of quality, which is at par with the best available in the market.
- 1.3 HNL meets a major portion of its requirement of fibrous raw material from the State Government Forest sources and always committed to ecological, social and economic sustainability. Uninterrupted supply of Wood, Reed and Bamboo is ensured by means of a long term contract entered into between HNL and Government of Kerala (GoK). The company also enjoys a concessional pricing for the forest based raw materials supplied by the State government. To supplement the requirement of forest based raw materials, HNL has forayed into its own Captive Plantation. As on date HNL has about 2,670 hectares of leasehold land for Captive Plantation of various species of pulpwood trees covering several districts of the State. The Company has 282 hectares of freehold land for Plant operations and housing.
- 1.4 Kerala State Pollution Control Board has awarded the company with first place among large scale industries in the year 2005 and second place in the years 2006, 2009, 2010 and 2011 in making substantial and sustained efforts in pollution control.

- 1.5 At present, paid up capital of HNL is Rs. 99.99 crore (9,99,99,900 Equity Shares of Rs. 10/- each) and the authorized capital is Rs. 100 crore (10,00,00,000 Equity Shares of Rs. 10/- each). Manpower as on 31.3.2016 of the company is 563 and annual wage bill is Rs.54 crore at 2007 pay scales.
- 1.6 HNL was a profit making company till 2008-09. Since then it has been suffering marginal losses. HNL was making profit since FY 1988-89 except Financial Year 2002-03, 2009-10, 2012-13, 2013-14, 2014-15 and 2015-16. The sales turnover of the mill during the year 2015-16 is Rs. 331.16 crore.
- 1.7 The Website of the Company is <http://www.hnlonline.com>.

## **2. PROPOSAL**

- 2.1 HPC requires the services of reputed Asset Valuers to carry out the valuation of HNL.
- 2.2 The eligible firms, as per eligibility conditions prescribed in 'Eligibility Criteria' for selection as "Asset Valuer" may submit proposal to Hindustan Paper Corporation Limited (HPC) as it has been decided to disinvest its share holding in Hindustan Newsprint Limited (HNL) to a strategic buyer by two stage auction process based on the Government of India directions & guidelines.

## **3. TERMS OF REFERENCE (SCOPE OF WORK)**

- 3.1 The broad scope of work for the Asset Valuer is to carry out valuation of Land & Buildings, Furniture & Fixtures, Civil Infrastructure like roads, drains, compound wall, etc. and Plant & Machinery including electrical, stock inventory of spares in stores, finished stock, other by products etc. on an "as is where is basis". The valuation is to be done keeping in view the objective of disinvestment and would be changed if there is a change in the objective.

In estimating the market value for the above assets, the Valuer shall:

- a. Clearly identify and describe the property being valued factoring into the inventory provided by the Company.
- b. Due Diligence and Review of the location, site plans, Plant & Machinery and due diligence on approvals from various regulatory authorities as applicable, lay outs etc. Review of physical encumbrances, if any.
- c. Collect information and conduct due diligence of matters like market information, quotations and offers of similar assets sold or available in close proximity to the subject property.
- d. Value of the property by anyone or a combination of the following methods:

- (i) Comparison Method;
- (ii) Income Capitalisation;
- (iii) Discounted Cash Flow;
- (iv) Cost Approach method;
- (v) Replacement valuation; or
- (vi) Any other generally accepted valuation methods.

The choice of the methodology shall be finalised by the Hindustan Paper Corporation in consultation with Transaction Advisor appointed for the purpose of Strategic Disinvestment of HNL.

- e. Suitably provide the justification/logic/assumption for selecting the appropriate method for valuation.
  - f. State any assumptions or limiting conditions that may affect the analysis, opinions and conclusions.
  - g. Provide sufficient information to permit those who read and rely on the report to fully understand the data, reasoning, analyses and conclusions underlying Asset Valuer`s findings, opinions and conclusions.
  - h. Completely and understandably set forth the valuation report in a manner, which will be comprehensive, accurate, and not in any manner misleading.
  - i. The Valuer will be responsible for generating a draft report (without valuation) and making detailed presentations on the subject matter as may be required by the HPC/DHI. Post presentation, the Valuer, shall, if required, incorporate the suggestions as may be requested by the HPC/DHI or provide for any other additional clarification that may be required. The final deliverable shall be a Final Valuation Report, incorporating the change/modifications as may be suggested above.
- 3.2 In addition to above scope of work, the Valuation Report should, *inter alia*, provide the following:
- (i) Inception Report
  - (ii) Approach & Methodology followed.
  - (iii) Valuer assessment on the aspects mentioned above and other considerations taken in valuation of assets and how these have been considered in arriving at the values.
  - (iv) Value of the fixed assets covering land, building, plant and machinery and other fixed assets, indicating the following:
    - Land : Land and title details, values arrived at with reference to various sources/methods, market value, circle rate; final recommended value etc.

- Building: Specifications, condition computation of fair value (Such as details) regarding current costs, depreciation for past usage, additional cost required for repair & renovations, etc.)
- Plant and machinery: Specification, condition, computation of value (Such as details regarding current costs, depreciation for past usage, additional cost required for repair & renovations, scrap value factoring into the obsolescence in technology etc.)
- Other Fixed Assets: Specifications, condition, depreciation for past usage and additional cost required for repair and renovation, values arrived at with respect to various sources/methods.
- Any other matter which the Valuer in his own judgment feel is worth indicating Replacement Value and Realizable 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.
- Provide post disinvestment support relating to valuation issues.

3.3 The ToR mentioned above are indicative and non-restrictive in nature. There may be some services relevant but not expressly captured in the aforesaid ToR, which upon being brought to the notice of the Asset valuer by the company/Government will also form an integral and mandatory part of the ToR.

#### **4. ELIGIBILITY CRITERIA:**

- 4.1 The Bidder should meet the following eligibility criteria for technical evaluation and thereafter for opening of their financial bids.
- i. The interested parties should be a Valuer registered with Income Tax Department/RBI/CPWD/Public Sector Banks/PSU/Institution of Valuers etc. and in case a Partnership firm or a Limited Liability Partners or a company, the Partner or Designated Partner or a Director/ Managing Director/Whole-time Director of such entity, respectively, should be a Valuer registered with the above mentioned Authorities; and having experience of atleast 5 years for providing similar Asset valuation services.
  - ii. The interested party should have completed at least one valuation of assets of similar nature of assets of Rs.200 crore or more during the period 1st April 2014 to 31st January 2017.
  - iii. The interested party should have minimum average annual turnover of Rs.1 crore during last three financial years.
  - iv. Consortium bids will not be allowed.

## 5. **PROPOSAL FORMAT & TECHNICAL EVALUATION CRITERIA**

5.1 The short listing of the Asset Valuer shall be based on the following technical evaluation.

Category	Particulars	Weightage
A	<b><u>Experience and capability</u></b>  (i) Profile of the organization (ii) Capability, capacity, experience and expertise in handling similar assignments (iii) Details of domestic/ international assignments handled (iv) Demonstrate ability to work with the Company and in coordination with the Advisor and other intermediaries as part of a team	<b>40</b>
B	<b><u>Infrastructure and Manpower</u></b>  (i) Details of infrastructural facilities like office, manpower, etc. (ii) Detailed profile of the core and support teams (with CV's of each team member detailing qualification and relevant experience) that will be deployed on the assignment in the event of selection	<b>30</b>
C	<b><u>Strategy for Valuation</u></b>  Indicate strategy for valuation and demonstrate ability to deliver in a tight timetable, committing personnel and indicate the timeline.	<b>30</b>
<b>Total</b>		<b>100</b>

5.2 Threshold for short listing the Bidders for technical evaluation will be 75/100 and the technically qualified shortlisted Bidders shall be considered for evaluation of financial bid.

## 6. **BID SUBMISSION:**

6.1 Proposals are to be submitted as per the following directions:

(i) **Envelope 1: (sealed)**

Kindly superscribe on the top of the cover, the **Bid No.HPC/SS/HNL/LA/2017/03 DATED 3<sup>rd</sup> FEBRUARY 2017 &**

**Bid submission Date & Time: 27<sup>th</sup> February, 2017 at 17.00 Hrs:**  
**"Technical Bid"** for Engagement of an Asset Valuer for Valuation of Assets of Hindustan Newsprint Limited (HNL) - Request for Proposal

**Envelope 1 shall contain the following:**

- (a) The Bank Draft / pay order/ digital payment ( to be credited to HPC Account No.000605028363, IFSC: ICIC0000006, ICICI Bank, RASOI COURT, 20 SIR R.N. MUKERJEE ROAD Branch, KOLKATA - 700001) of Rs 50,000 (Rupees Fifty Thousand only) payable at Kolkatta in favour of "Hindustan Paper Corporation Limited", as non refundable fee. In case of digital payment, a proof of the same may be attached
  - (b) Covering letter on Letter Head of Company / Firm for Bid submission by the Bidder
  - (c) Authority letter authorizing the person of the bidder to sign the proposal and other documents
  - (d) Technical Bid alongwith all schedules, certificates & Annexure, duly filled & signed, by authorized signatory of Bidder as per Format at **Annexure-I.**
  - (e) A Confidentiality Undertaking in the Format at **Annexure-II.**
  - (f) A Certificate of unconditional bid in the format at **Annexure-III.** Please note that **bids with conditionality shall be summarily rejected.**
  - (g) An Affidavit regarding 'no conviction' and 'no conflict' as per **Annexure-IV.**
  - (h) A Certificate to the effect that in case of selection and appointment, a Performance Guarantee of 10% of the contract value would be given either in the form of demand draft or bank guarantee valid till the completion of the assignment and acceptance of the report.
- (ii) **Envelope 2 (sealed):**  
Kindly superscribe on the top of the cover, the **Bid No.HPC/SS/HNL/LA/2017/03 DATED 3<sup>rd</sup> FEBRUARY 2017 & Bid submission Date & Time: 27<sup>th</sup> February, 2017 at 17.00 Hrs: "FINANCIAL BID"** for Engagement of an Asset Valuer for Valuation of Assets of Hindustan Newsprint Limited (HNL) - Request for Proposal

The envelope 2 shall contain "**Financial Bid**" in the format as per **Annexure-V.**

(iii) **Pre-bid meeting:**

The interested parties may attend the pre-bid meeting.

A pre-bid meeting will be held at **3.00 PM on 16<sup>th</sup> February, 2017** in the conference Hall of HPC, 75-C, Park Street, Kolkatta – 700016. If they so desire.

The interested parties may seek any information or their queries by e-mail to the Officer authorized to receive the Bid and information:

Shri. Rajesh Srivastava, Deputy General Manager (Production), Hindustan Paper Corporation Limited, 75-C, Park Street, Kolkata – 700 016 (Tel. 033-22296901, E-Mail: rajeshsrivastava2356@gmail.com).

- (iv) The proposal (both envelopes) can be submitted latest by **17.00 hrs. on 27<sup>th</sup> February, 2017** to Shri. Rajesh Srivastava, Deputy General Manager (Production), Hindustan Paper Corporation Limited, 75-C, Park Street, Kolkata – 700 016 in hard copies in original, duly signed by the authorized officer. No proposal will be entertained after the appointed time and date. The HPC will not be responsible for any postal/ courier delay. The proposals received after the appointed time and date will be rejected. For any clarifications or details, the parties are advised to contact the above-mentioned officer (Tel. 033-22296901, E-Mail: rajeshsrivastava2356@gmail.com).

- 6.2 Financial Bid, to be opened only after the presentations of only those parties who qualify in the technical evaluation. Please note that **bids with any conditionality shall be summarily rejected.**

**Note:**

- a) The HPC reserves the sole right to accept or reject any or all proposals thus received without assigning any reason thereof.
- b) The HPC will not be responsible for any delay on account of late submission of Bid. Late receipt of Bid will not be considered.
- c) Consortium bids will not be allowed.
- d) Sub contracting of the assignment will not be allowed. The appointed Asset Valuer shall be solely responsible for all the required final deliverables.

## **7. PROCEDURE FOR SELECTION OF ASSET VALUER :**

- a. Bidders are required to make a presentation in respect of their Proposal and their credentials & understanding in accordance with the paragraph 5 above before the Selection Committee as decided by HPC. The date, time and venue for presentation will be intimated in due course and same will be hosted in HPC/HNL ([www.hindpaper.in](http://www.hindpaper.in) and [www.hnlonline.com](http://www.hnlonline.com)) website.
- b. The Evaluation Committee would evaluate the Bidders on the criteria mentioned in paragraph 5 above based on their presentation and Proposals received and shortlist them for the purpose of opening of their Financial Bids. Only bidder scoring minimum of 75 marks out of 100 marks will be considered technically short-listed.
- c. After the short-listing of Bidders based on their presentations, the Financial Bids of shortlisted bidders will only be opened. The technically qualified bidder quoting the lowest fee shall be ranked L1, the second lowest bidder as L2 and so on in that order.
- d. In case of a tie, the bidder scoring higher marks in technical evaluation will be treated as L1.
- e. The financial bids of only technically qualified bidders will be opened after the presentations.
- f. The L1 bidder will be considered for award of the assignment.
- g. The party selected for award of the assignment will be required to give Performance Guarantee of 10% of contract value by way of bank draft or bank guarantee valid till for a period of one year from the date of issue of LoI which may be extended for a period one more year.

## **8. REQUIREMENT FOR FINANCIAL BIDS:**

- a. The Bidder is required to quote a Fixed Lumpsum Fee for aforesaid scope of work in Indian Rupees inclusive of all applicable taxes.
- b. In case of mismatch between the fee quoted, the number in words will be taken as correct for all purposes, including evaluation of financial bids.
- c. The Fee quoted by the bidder shall remain Fixed till successful completion of transaction.
- d. The fee quoted bidder shall be unconditional. All other expenses would be borne by the Asset Valuer.
- e. The Bidders will be liable to pay taxes applicable as per law.

## **9. TERMS OF PAYMENT**

The fee to the selected Bidder shall be paid in Indian Rupees after successful completion of the aforesaid work and after handing over/acceptance of valuation report by the HPC/DHI.

## **10. MODE OF PAYMENT**

Asset Valuer will raise the invoices in triplicate to Shri. Rajesh Srivastava, Deputy General Manager (Production), Hindustan Paper Corporation Limited, 75-C, Park Street, Kolkata – 700 016. The verified bills shall be forwarded to the Sr. Manager (Finance), HPC, Kolkata duly counter-signed by Dy. General Manager (Production), HPC for arranging payment. The different taxes should be indicated separately while raising the bills for payment of fee.

## **11. COMPLETION PERIOD**

The Bidder is required to complete the aforesaid services/work within a period of **two months** from the date of issue of Letter of Intent (LoI).

## **12. For any clarification & Contact person:**

For any further clarification, please contact : Shri. Rajesh Srivastava, Deputy General Manager (Production), Hindustan Paper Corporation Limited, 75-C, Park Street, Kolkata – 700 016 (Telephone No.033-2296901, Email : [rajeshsrivastava2356@gmail.com](mailto:rajeshsrivastava2356@gmail.com))

## **13. CONTRACT AGREEMENT:**

The successful Bidder shall be required to enter into a Contract Agreement with the HPC on Non-Judicial Stamp Paper.

## **14. DISCLAIMER:**

- a) The HPC reserves the sole right to accept or reject any or all proposals thus received without assigning any reason thereof.
- b) The HPC will not be responsible for any delay on account of late submission of Bid.

## **15. DISPUTE:**

In case of dispute, the decision of the Secretary, Department of Heavy Industry, Government of India, will be final.

## **16. JURISDICTION:**

The jurisdiction of Court will be at New Delhi only.

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**TECHNICAL PARTICULARS**

<b>1.</b>	Name of Bidder	
<b>2.</b>	Postal address with Telephone / fax No./official e-mail for communication	
<b>3.</b>	Name, address, telephone/fax No./ email with whom reference may be made	
<b>4.</b>	Please state details of Bid Security Deposit paid	
	DD No and date	
	Amount	
	Bankers Name & Address	
<b>5.</b>	Please confirm that you are a Valuer registered with Income Tax Department/ RBI/ CPWD/ Public Sector Bank/PSU/Institute of valuers, etc.;	
<b>6.</b>	Confirm that you meet the eligibility criteria and how.	
<b>7.</b>	State whether details of assignments done as are enclosed. Also please state whether relevant documents such as copy of Work Order's secured and performance certificates in support of experience enclosed.	
<b>8.</b>	State whether affidavit-cum-undertaking relating to no conviction and non-conflict enclosed.	
<b>9.</b>	Confirm that all technical and commercial terms and conditions are acceptable.	
<b>10.</b>	Any other information the bidder may desire to furnish:	

Verified that to the best of my knowledge and belief all the above information is correct and nothing has be concealed.

Seal with Signature of the authorized signatory of the bidder

**Confidentiality Undertaking**

It is certified that the documents/ data/ information pertaining to Hindustan Newsprint Limited, Kottayam which will be provided to [Name of the bidder] for valuation or otherwise related to it shall be treated as strictly confidential and will not be disclosed or handed over by [Name of the bidder] to any outside agency / person without prior written permission of the Company.

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

Seal with Signature of the authorized signatory of the bidder

**FORMAT OF UNCONDITIONAL BID  
ON THE LETTERHEAD OF THE BIDDER**

To,  
Shri. Rajesh Srivastava,  
Deputy General Manager (Production),  
Hindustan Paper Corporation Limited,  
75-C, Park Street,  
Kolkata – 700 016

Dear Sir,

This is to certify that the fee quoted by us for engagement as Asset Valuer for valuation of the assets of Hindustan Newsprint Limited (HNL) is in accordance with the terms and conditions laid down in the RFP displayed on the website of the Department of Heavy Industry and is unconditional.

Seal with signatures of authorized signatory of the Bidder

**AFFIDAVIT-CUM-UNDERTAKING**

We, the undersigned .....("Bidder") are submitting our bid in respect of the Request for Proposal No.HPC/SS/HNL/AV/2017/03 dated 3<sup>rd</sup> February, 2017 "**Engagement of an Asset Valuer for Valuation of Assets of Hindustan Newsprint Limited (HNL)**" issued by Hindustan Paper Corporation Limited, in relation to Strategic Disinvestment of Hindustan Newsprint Limited and in this connection we hereby solemnly affirm, declare and undertake as follows:

- (1) Details of the Bidder as disclosed in **Appendix-A** enclosed herewith are true and correct as on date.
- (2) There has been no conviction by any court of law or indictment/adverse order by any statutory or regulatory authority for a Grave Offence against us or any of our Indian Sister Concern(s) or any of our promoters or directors nor that of our Indian Sister Concern(s).
- (3) 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.
- (4) 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.
- (5) There are no Conflict of Interest with respect to the Proposed Transaction as on date.
- (6) During the tenure of our engagement for the Proposed Transaction, we shall keep the Government/Company 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 HPC and granting of such approval shall be the sole discretion of HPC and shall be binding on us.
- (7) We ourselves and/or for/with or in association with or on behalf of or through any other Entity, shall not take up any advisory or consulting assignment or render any services on a similar 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 HPC and granting of such approval shall be the sole discretion of HPC and shall be binding on us.

- (8) We have put in place a robust mechanism to resolve any Conflict of Interest situations and circumstances that may arise or result while conducting our business or rendering of services and where-so-ever any Conflict of Interest or potential for Conflict of Interest may arise, we shall take reasonable steps to resolve the same forthwith in a fair and equitable manner. During the term of our engagement we shall ensure to and continue to exercise adequate due diligence for identifying and removing any areas, source, situations and circumstances of conflict and mitigating the effects of such conflicts to the satisfaction of the HPC, in case any such Conflict of interest (or apparent conflict of interest) arises or results in relation to the Proposed Transaction.
- (9) We have laid down an internal code of conduct for governing our internal procedures and operations and have prescribed the standards of appropriate conduct for our employees and officers for carrying out their duties and responsibilities with a view to appropriately ensuring proper maintenance of professional excellence and standards with integrity, confidentiality, objectivity and have made provisions for identification, avoidance and resolution of conflict of interests and for disclosure of shareholdings and interests, etc., in terms of applicable laws.
- (10) We understand that:
  - (i) in cases where existing Conflict of Interest (or apparent conflict of interest) is disclosed by us, the HPC 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. HPC may also terminate our engagement for the Proposed Transaction, in whole or in part, if such termination is absolutely necessary in view of the HPC to avoid the appearance of a Conflict of Interest.
  - (ii) The HPC 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 Advisor, 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 Advisor to the HPC and shall be bound to inform them without any delay and shall voluntarily withdraw from the Proposed Transaction failing which the HPC may

terminate our appointment after giving an opportunity of being heard.

### **Definitions**

Unless otherwise defined in this Affidavit, the following capitalized terms used herein shall have the meanings set out below:

1. **Advisor** means the Bidder and includes bidder(s) who have been selected for the Proposed Transaction by the Hindustan Paper Corporation Limited (HPC) in terms of the Bid.
2. **Conflict of Interest:** Conflict of interest in relation to the Proposed Transaction shall without limitation is deemed to exist or have arisen if:
  - (i) The Advisor whether itself and/or for/with or in association with/or on behalf of or through any other Entity is engaged in any activity or business which would or may be reasonably expected to directly or indirectly, materially adversely affect the interest of the HPC or any such activity/association would or may impair his ability to render fair, impartial, technically sound and objective assistance or advice, or unbiased services or may result in it being given an unfair competitive advantage to any other person.
  - (ii) The Advisor whether itself and/or for/with or in association with/or on behalf of or through any other Entity is engaged in advising and/or have taken up engagement for advising/consulting any other Entity whether under a formal engagement or otherwise in relation to any transaction/matter ("**Third Party Transaction**") which would or may be reasonably expected to directly or indirectly, materially adversely affect the interest of the HPC.
  - (iii) The Advisor has any business or financial interests in any other Entity that would impair, or give the appearance of impairing, impartial decisions in relation to Proposed Transaction, in offering any advice recommendations or in providing technical assistance or other services to the HPC as part of Advisor's engagement obligations/duties.
  - (iv) In relation to a strategic sale by the HPC, the Advisors has taken up engagement with buyer/potential buyer of such strategic sale or their Sister Concerns.
  - (v) Any other situation, possible source or potential areas of interests which may impair Advisor's ability to render fair, impartial, technically sound, and objective assistance or advice, or unbiased

services on in conflict of their professional duties towards HPC in respect of the Proposed Transaction or result in it being given an unfair competitive advantage to any other person.

3. **Company** means Hindustan Newsprint Limited
4. **Competitor** of the Company means an Entity in India that is engaged in the business substantially similar to the business of the Company. Business of an Entity shall be deemed to be substantially similar to the business of the Company if turnover or profit of such Entity from the business activity(ies) in which the Company is engaged, exceeds 33% of its total turnover or profit (in any of the last three years).
5. **Entity** shall mean and include an individual, proprietorship, HUF, an association of person/body of Individuals, a partnership firm, limited liability partnership, company or any other persons.
6. **Grave Offence** means offences of such nature that it materially affects the reputation, business or operations adversely or outrages the moral sense of the community and such other offences which may be considered by the HPC as grave on a case to case basis after considering the facts and relevant legal principles.
7. **Proposed Transaction** means the transaction to be undertaken by the HPC as described in bid No. HPC/SS/HNL/AV/2017/03 dated 3<sup>rd</sup> February, 2017 issued by the HPC.
8. **Senior Managerial Personnel's** means Chairman-cum-Managing Director, Company Secretary, Chief Executive Officer, Chief Financial Officer or persons having equivalent positions and all such other employees of the Entity who are members of its core management team excluding Board of Directors comprising all members of management one level below the executive directors and include the functional heads.
9. **Sister Concern** in relation to the Advisor, means any Entity in which the Advisor has a significant influence or which has "significant influence" over the Advisor and includes a group and a joint venture company. "Significant influence" means holding of at least twenty percent or more of total voting rights or the power to participate in and influence the management, financial or operating policy decisions of that Entity, or of business decisions under an agreement or has twenty percent profit sharing in such Entity.

Appendix A, B and C hereto shall constitute and shall be deemed to form an integral part of this document.

**Appendix-A**  
**BIDDER DETAILS**

<b>Name of the Bidder</b>	
<b>Address: Registered Office: Corporate Office Tel: Email:</b>	
<b>Constitution</b>	Company/Partnership/LLP/Others (If selected others, please provide the nature of constitution)
<b>SEBI registration no, if registered with SEBI</b>	
<b>Details of registration with other professional statutory bodies</b>	

## Appendix-B

### DETAILS OF PENDING ENQUIRY/INVESTIGATIONS

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

**Appendix-C**

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

<b>S. No</b>	<b>Name of the Entity, in which interests Conflicts exit/may arise</b>	<b>Relationship of the Bidder with the Entity</b>	<b>Nature/reason of conflict/potential conflict</b>	<b>Duration of the subsistence of conflict, if any</b>	<b>Such other information as may be relevant and material in deciding whether there is a conflict/potential conflict of interest</b>

Seal with signatures of authorized signatory of the Bidder

**Format of Price Bid on the Letterhead of the Bidder**

<b>Sl. No.</b>	<b>Description of work</b>	<b>Asset Valuation Fee (all inclusive) in INR in Figures To be entered by the Bidder</b>
1.00	Fixed Lump-Sum Fee in Indian Rupees inclusive of all applicable taxes.  All other expenses will be borne by ----- -[name of the bidder]	<b>Figures</b>
		<b>In words (Rupees only)</b>

Note:

- 1). In case of mismatch in number and the figures quoted; the fee in words will be taken as correct for all purposes.
- 2). Since the bid is inclusive of all taxes, 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