




THE HINDU
12-12-2017

 HMT LIMITED 59, Bellary Road, Bangalore - 560 032
NOTICE INVITING TENDER HMT Limited invites sealed tenders in two bid system for Licensing of Manufacturing Facilities of HMT Tractor Division available at Pinjore, Haryana on Medium / Long Term Tenure on "As is where is" basis. For details, visit www.hmtindia.com , www.dhi.nic.in Last date for submission of NIT is 09.02.2018. General Manager (CP&AM) HMT Limited

BUSINESS STANDARD
12-12-2017

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

NOTICE INVITING TENDER
for
Licensing of Manufacturing Facilities of HMT Tractor
Division available at Pinjore on Medium / Long Term
Tenure on
“As is where is” basis

Two Bid System

Ref No. : HMT/NIT/2017-18/PINJORE

12th December, 2017

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

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(ಭಾರತ ಸರ್ಕಾರದ ಉದ್ಯಮ)
ಎಚ್‌ಎಂಟಿ ಭವನ
ನಂ. 59, ಬೆಲ್ಲಾರಿ ರಸ್ತೆ, ಬೆಂಗಳೂರು - 560 032
ದೂರವಾಣಿ : 91-80-23330333
ಫ್ಯಾಕ್ಸ್ : 91-80-23339111

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एच एम टी लिमिटेड
(भारत सरकार का उपक्रम)
एच एम टी भवन
59, बेल्लारी रोड,
बेंगलूर - 560 032, भारत
फोन : 91-80-23330333
फैक्स : 91-80-23339111

hmt
HMT LIMITED
(A Govt. of India Undertaking)
HMT BHAVAN
59, Bellary Road,
Bangalore - 560 032, INDIA
Ph: 91-80-23330333
Fax: 91-80-23339111

CIN : U29230KA1953PTCOO0748
e-mail : gmcp@hmtlimited.com

Website : www.hmtindia.com/tenders
www.tenders.gov.in

Ref. No. : HMT/NIT/2017-18/PINJORE

Date: 12/12/2017

NOTICE INVITING TENDER (NIT)

Sub: Licensing of Manufacturing Facilities of HMT Tractor Division available at Pinjore on Medium / Long Term Tenure on "As is where is" basis.

Sealed tenders are invited in "Two Bid System" by HMT Ltd., for Licensing of Manufacturing Facilities on Medium / Long Term Tenure on "As is where is" basis available at HMT Limited – Tractor Division, Pinjore Post, Panchkula Dist., Haryana State -134101, from interested parties who have the necessary technical competence, experience and financial strength to operate and maintain all such infrastructure and meet the eligibility criteria. Interested Parties are requested to download the Tender document 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 Limited, the Parties are requested to read the same carefully. Incomplete / inaccurate documents which do not conform to the NIT requirements or where the Bid documents have not been properly filled shall not be accepted. Technical bid and Price bid shall be submitted in separate sealed covers placed in one single sealed cover along with EMD and tender document fee and duly super-scribed with:

1. Tender Title: "**Licensing of HMT Tractor Manufacturing Facilities at Pinjore**"
2. Tender Notice Reference No. and Date: **HMT/NIT/2017-18/PINJORE dtd 12/12/2017**
3. Date & Time of Tender Opening: **09.02.2018 @ 2.30 PM**
4. 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: gmcp@hmtlimited.com, cplg@hmtindia.com or may be faxed on 080 - 23339111 for clarification.

Interested parties may visit/inspect the premises from 18.12.2017 to 12.01.2018 during business hours (9.00 AM to 4.00 PM) with prior intimation to GM (MTP), HMT Pinjore as per contact particulars at site below and the undersigned.

DETAILS OF THE PREMISES:

Particulars	Location	Area in Acres	License period	Contact Particulars at site
Building/sheds and vacant area for Manufacture / Assembly / Testing of Tractors and Automobiles	HMT Limited – Tractor Division, Pinjore Post, Panchkula Dist., Haryana State - 134101	53 Acres Approx. (Land / Building)	Initially for 10 years, extendable every 5 years upto 20 years	General Manager HMT Machine Tools Ltd Pinjore-134101 Phone: +917082107801 Email: mtpgm@hmtmachinetools.com

Any Clarifications / suggestions regarding the tender should be sent to the undersigned before the prescribed date 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 : 12.12.2017
Last date for submitting Suggestions/ Clarification requests : 30.12.2017
Date of Pre-bid Meeting (At Pinjore) : 12.01.2018 @ 10.30 AM
Last Date of Receipt of Sealed Tender : 09.02.2018 Up to 2.00 PM
Date / Time of Opening of Technical Bid : 09.02.2018 @ 2.30 PM
Place of Opening AKSHAYA HALL, HMT BHAVAN,
BANGALORE – 560032

HMTL 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

SECTION 1 - TENDER SCHEDULE

Sl.No.	Description	Detailed Information
1	Name of the Project	Tender for licensing of Manufacturing Facilities of HMT Tractor Division available at Pinjore, Haryana on Medium / Long Term Tenure on "As is where is" basis
2	NIT Reference Number	HMT/NIT/2017-18/PINJORE
3	Date of publishing of tender document	12.12.2017
4	Last Date for receipt of clarifications / suggestions	30.12.2017 Up to 4.00 PM
5	Date of Pre-bid Meeting	12.01.2018 @ 10.30 AM
6	Last date / time for tender submission	09.02.2018 Up to 2.00 PM
7	Tender to be addressed to	General Manager (CP&AM), HMT Limited, HMT Bhavan, #59, Bellary Road, Bangalore – 560032
8	Place for tender submission	Administration Department, HMT Limited, First Floor, HMT Bhavan, No.59, Bellary Road, Bangalore - 560032
9	Date and time for opening of Tender and Technical Bid	09.02.2018 @ 2.30 PM
10	Place of tender opening	Akshaya Hall, I Floor, HMT Bhavan, No.59, Bellary Road, Bangalore - 560032
11	Date and time for opening of Price Bid	Will be intimated to technically qualified bidders
12	Contact for any Tender related queries	General Manager (CP&AM), HMT Limited, HMT Bhavan, #59, Bellary Road, Bangalore – 560 032. Phone : (80)23330333 email: gmcp@hmtlimited.com
13	Tender Document Cost (non-refundable)	Rs. 1,000/- (Rupees One Thousand only)
14	Earnest Money Deposit (EMD)	Rs. 10,00,000/- (Rs. Ten lakh only)
15	Proposal Validity	Proposal must remain valid for 180 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**). Photo copy of the proof of payment should be submitted along with the Technical Bid only.
2. EMD of **Rs Ten lakh only** has 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 Limited 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 has decided to provide prime focus on its core business of Machine Tools and shelve its present operations of manufacture of Watches, Bearings and Tractors. In this direction, HMT 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 and all employee related and other liabilities are being settled.

In line with the approval of the Government, the Company now proposes to license its Tractor manufacturing facilities at Pinjore on "As is where is" basis to interested parties preferably engaged in Capital Goods or Auto Sector for Medium / Long term and invites NIT for the same.

BRIEF OVERVIEW OF PINJORE UNIT:

HMT established its third unit for manufacture of Machine Tools at Pinjore, Haryana during the year 1963 and the Tractor Manufacturing unit was subsequently setup during 1971. Some of the plant facilities are shared between the two Units. However, the factory area will be segregated with a clear demarcation for the area retained for Machine Tools and the area proposed to be licensed. An indicative sketch of the factory layout showing the proposed demarcation is as per **Annexure-I**.

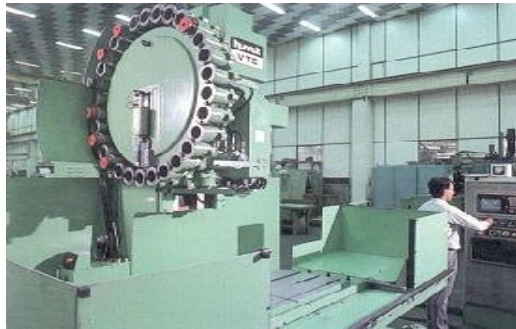
The brief profile of the Tractor Unit at Pinjore is as below:

S.N	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 (demarcated for offer)	53 acres approx (One acre = 43560 sqft)
7.	Covered Area (demarcated for offer)	11 acres approx. within the 53 acres as above

Integrated manufacturing facilities spread over an area of 53 acres approx. are available for Manufacture, Assembly and Testing of Tractors and Engines, at the Pinjore complex:

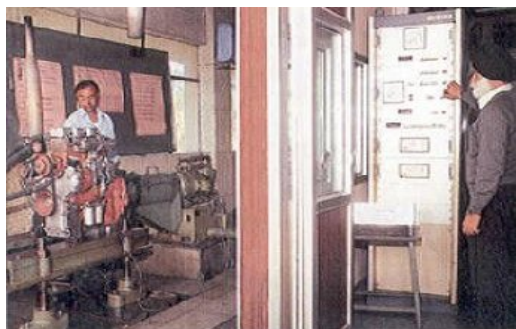
Manufacturing Facilities:

- CNC Flexible Lines for Cylinder Block and Cylinder Head
- SPM lines for Gearbox, Main Transmission Housing, Cylinder Block and Cylinder Head



- Machines from Gleason, Oerlikon, Newall, Wickman, Voumard, Fortuna and Churchill for critical components
- Tooled up GPMs, SPMs and CNC Machines for Connecting Rod, Camshaft, Bearing Caps, Gears, Shafts, Crown wheel and Pinion.

- Heat Treatment Facilities
- Modern painting plants for chassis and sheet metal.
- Tractor and Engine assembly lines well equipped with testing aids.



R & D Wing

- Spread over approximately 20 Acres.
- Equipped with CAD
- Engine Testing Lab with Dynamometers and AVL Instrumentation.
- AVL Engine Emission Testing Lab.
- Prototype Assembly & Testing Facilities
- Circular Test Track

Facilities Available For Licensing:

The following facilities spread over approximately 53 acres (including vacant area) are available in the plant in enclosed and covered sheds for manufacturing / assembly of Tractors.

- Machines from Gleason, Oerlikon, Newall, Wickman, Voumard, Fortuna and Churchill for manufacturing of critical components for tractors.
- SPM lines for Gearbox, Main Transmission Housing, Engine Block and Cylinder Head consisting mainly of HMT Machines.
- Tooled up GPMs, SPMs and CNC Machines for Connecting Rod, Camshaft, Bearing Caps, Gears, Shafts, Crown Wheel and Pinion
- Heat Treatment Facilities with Sealed Quench/ Tempering/ Induction Hardening Furnaces and Quenching Press etc.
- Engine Assembly & Tractor Assembly Lines with Chassis painting & Testing facilities.
- Material Testing Lab. with Spectrometer, Image Analyzer etc.
- Modern Sheet Metal Pre Treatment & Painting Plants with Paint Kitchen/ Rim Painting Line/ Chassis Washing/ Drying and Painting booths with Baking Ovens.
- R&D centre spread over 20 acres and equipped with:
 - Engine Testing Lab with Dynamometers and AVL Instrumentation.
 - Emission Testing Lab.
 - Prototype Assembly and Testing Facilities
 - Circular Test Track

Summary Of Manufacturing Facilities Available In Tractor Plant, Pinjore

SN	Shop	Covered Area- approx (Sq ft)	Machines				Type of Operations
			GPM	SPM	CNC	Total	
1	Light Machine Shop	65391	192	-	9	201	Gears & small components mfg
2	Heavy Machine Shop	50859	65	25	9	99	Heavy components manufacture
3	Heat Treatment	20868	15			15	Heat Treatment operations
4	Engine Shop	51506	94	36	16	146	Crank Case, Cyl. Head and Engine Parts machining
5	Engine Assembly & Testing	30469	10	13	--	23	Assembly / Testing of Engines
6	Tractor Assembly	84411	17	--	--	17	Assembly of Tractors
7	Sheet Metal Painting	50758	9 Tank Phosphating Plant (make: INTEC) and Paint Plant (make: HADEN)				Phosphating & Painting of Sheet Metal Parts.
8	Tractor Stores	95159	--	--	--	--	Storage of Tractor parts.
9	R & D	19645	--	--	1	1	Tractor development work
Total		469066					

The list containing details of the Machines and Equipments etc and the report of valuation carried out during the year 2016-17 will be made available for inspection at the site and during the pre-bid meeting.

Office premises are also available for rent in the Administration Building. However, the same does not form part of this tender and the license fee may be negotiated with the successful bidder.

SECTION 3 - Eligibility Criteria

The party should be either a Company, or Partnership firm. No individual is eligible to participate in the tender process.

A. General Requirement :

- a) In case the party is a Company, the Memorandum and Articles of Association of the Company along with duly certified Balance Sheet and Profit & Loss A/c for the last three (3) years would have to be furnished. The party should also declare that they have not quoted for the tender through their relatives and / or any associate / Subsidiary Company.
- b) In the event of Partnership firm, the Partnership should be registered and a copy of the registered Partnership Deed along with the registration certificate would have to be furnished. Further, the balance sheet of the Partnership firm would also have to be provided for the last three (3) years. The Partners would have to also furnish their individual Income-tax returns with their respective PAN Numbers. The Partners should also declare that they have not quoted for the tender through their relatives and /or any associates.

B. Financial Requirement :

- a) **Net Worth:** Minimum net worth of **Rs. 75 Crores** (average of last 3 years) as per the audited Annual Reports / Financial Statements of the last three financial years.
- b) **Operating Cash Flow:** The cash flow from operations in the last three financial years should be positive.

Above financial parameters shall be defined and computed in the following manner:

Net Worth

=	Equity share capital / Capital
Add:	Reserves (Free Reserve)
Subtract:	Revaluation Reserves
Subtract:	Intangible Assets
Subtract:	Miscellaneous Expenditures to the extent not written off and carry forward losses

Operating Cash Flow

=	Profit after Tax
Add:	Depreciation
Add:	Amortization

For the purposes of the financial criteria, only unconsolidated audited annual accounts shall be used. Applicants shall furnish documentary evidence of their financial capability as defined above in the formats as detailed in **Enclosure-I & Enclosure-II** to the Technical Bid. A copy of the Audited Annual Accounts of the Applicant and Parent Company (if applicable) as per Schedule III of the Companies Act, 2013 shall also be submitted as per **Enclosure-III**.

SECTION 4 - Terms and Conditions

1. Tenders / Offers received after the prescribed date & time will be rejected.
2. Window envelope shall not be used for submitting the quotation.
3. The offers should be submitted on 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.
4. **License Fee :**
 - a. Lumpsum License Fee per month for the entire area including the available Plant & Machinery in "As is where is basis" shall be quoted by the Bidder in the Price Bid format.
 - b. The License fee is payable in advance for the month from the date of occupation or 30 days from issue of allotment letter to Licensee, whichever is earlier.
 - c. There shall be 5% increase in License Fee every year (License year) over license fee of preceding year, during the tenure of the license.
5. The tenure of the License Period shall be "Ten Years", and extendable by another five years twice upon mutually agreed terms and conditions and maximum up to a period of 20 years. After expiry of ten years of License Period, the license fee shall be re-fixed on mutually agreed terms subject to minimum increase of 10% over the prevailing license fee as on date of renewal. However, the Licensee has to pay 10% increase in license fee till finalization of further extension and the difference with respect to revised license fee should be paid on signing of the fresh agreement.
6. **Technical Bid should clearly indicate the purpose for which the License is being sought and should not contain any price information.**
7. The Bidder should sign at the end of each page of the application 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 the Company to reject the bid forthwith or terminate the contract.
8. The Bidder shall enclose copies of all the relevant documents / certificates as specified in the Technical Bid format. If the concerned document / certificate are not applicable to the bidder, the same shall be mentioned specifically with reasons. The Technical Bid may be rejected forthwith if copies of any document / certificates as mentioned in the Technical Bid format are not enclosed along with tender by treating it as incomplete Bid. No column in Technical Bid shall be left blank.
9. Only Bidders whose Technical Bids are qualified technically will be called for opening of Price bid. No intimation will be sent to those whose bids are not technically qualified.
10. Any correction / overwriting etc., should be authenticated with initials by the Bidder.

11. The Area mentioned is **approximate** and the actual area will be measured and charged accordingly at the time of occupation. HMT Ltd. has the right to measure the area if in doubt at any time during the tenure of License period and licensee will be charged accordingly from the commencement of the License period. HMT Ltd. may reduce / increase area if any, with mutual consent and fix license charges accordingly before occupation. The License fee is payable from the date of occupation or 30 days from issue of allotment letter to Licensee, whichever is earlier.

12. Security Deposit:

- a. The Successful Bidder shall deposit One year License Fee as **Security Deposit** with the Company and execute / register the **License Agreement** within 30 days from the date of allotment. The licensee / allottee will be permitted to occupy the premises only after execution / registration of the agreement. In case the successful Bidder does not pay Security deposit within a period of 30 days from the date of allotment, the allotment shall stand cancelled.
- b. The Security Deposit does not carry any interest and will be refunded to the Licensee on vacating the premises as per License Agreement after adjusting the dues, if any.

13. License Agreement:

- a. The successful bidder shall execute / register the License Agreement with all the terms & conditions mentioned in the Draft Agreement approved by the Licensor. The Stamp duty & registration charges, if any for the License Agreement shall be borne by the Licensee, as provided under Haryana Stamp Act. The premises are given on license on "As is where is" basis and the licensor will not be responsible for any repair / renovation work etc., during the license period.
- b. If the Bidder fails to register/execute the agreement within a period of 30 days after depositing Security Deposit, the allotment shall stand cancelled and three months license fee shall be recovered from Security Deposit amount. However, Management may at its discretion permit the Bidder to execute/register agreement within a grace period of 15 days beyond the permitted 30 days period, provided Security Deposit has been paid within 30 days from the date of allotment. In that case payment of license fee shall be chargeable from the date of expiry of 30 days from the date of allotment. Failing to execute/register the agreement within the grace period also, shall lead to cancellation of allotment and three months license fee shall be recovered from Security Deposit amount.
- c. It is clearly understood that the transaction does not contemplate transfer of interest of any kind in the said premises to the Licensee under the License, but only a permission to use the premises for the purpose stated by the Licensee in the tender submitted by them.

- d. Throughout the License period, the Licensee shall have the sole and exclusive use and occupation of the licensed premises and except there being a breach of the agreed terms and conditions of the License. However, HMT reserves the right to inspect the premises at any time with prior intimation to the Licensee.
 - e. The Licensee can take out the moveable items brought by him while vacating the premises and all fixed items have to be left behind after paying all dues.
14. In the event of any liability arising under law in force from time to time or any claim arising for any reasons involving contractors / staff of Licensee due to accident or any other account, such liability shall be borne by the licensee and HMT Ltd.(Licensor) shall in no way be responsible or liable for the same.
 15. Multiple offers from sister concern or related concern having common ownership/links with each other are strictly not allowed. In that case their offers shall be disqualified.
 16. Any person/agency that has filed any case or raised any litigation against the company which is pending before any court is not eligible to apply for the tender.
 17. Details of information regarding any prior / existing transactions by the party with HMT and / or its Subsidiaries including those of any relative of the party employed in HMT or any of its Subsidiaries should be submitted along with the tender.
 18. HMT Ltd. does not bind itself to accept any tender or assign any reason for not accepting the offer; it further reserves the right to accept / reject any tender wholly or in part.
 19. HMT Ltd. takes no responsibility for any loss/ delay/ non-receipt of tender sent by post or by any other arrangement.
 20. HMT Ltd reserves the right to
 - a. modify the scope of the tender including the format for the Price bid through a corrigendum to be published in the Company website, if necessary.
 - b. reject one or all quotation(s) without assigning any reason whatsoever and evaluation of Offers by HMT Ltd. would be final.
 21. **VALIDITY: Offered rates should remain firm for a period of 180 days from the date of Opening of the Technical Bids.**
 22. **ARBITRATION:** All disputes arising out of this agreement shall be resolved through arbitration procedures. The Arbitral Tribunal shall consist of one Arbitrator appointed by the parties by mutual agreement. If the parties cannot reach consensus as to the appointment of Sole Arbitrator, the Arbitrator shall be appointed as per the procedure provided under Arbitration & Conciliation Act, 1996. The Sole Arbitrator shall be a Judge(retired) of a High Court. The provisions of Arbitration & Conciliation Act, 1996 shall be applied in the matter of resolution of any dispute arising out of this agreement.

The arbitration venue shall be at Panchkula, Haryana only and the language of arbitration shall be English only.

23. **JURISDICTION:** ALL DISPUTES ARE SUBJECT TO PANCHKULA, Haryana JURISDICTION ONLY.

24. **PENALTY CLAUSE:**

The Licensee shall pay the monthly **License** fee within the date of the month as specified in the Agreement. Delayed payments are liable to attract penal fee.

The Licensee shall have no right whatsoever for continuation of the License beyond the period fixed under the License Agreement under any circumstances and shall vacate the premises/schedule property without overstaying the agreed License period. If the Licensee fails to vacate the licensed premises upon expiry of the License period for any reason whatsoever, the Licensee shall be liable to pay to the Licensor a penal license fee which shall be **twice the amount of license fees paid** by the Licensee, for the period immediately preceding month of overstay.

However, if the licensee does not vacate the premises even after 6 months from the date of expiry, then the licensor reserves the right to charge the Licensee additional penalty as deemed fit for the period of further over stay. This remedy / penal provision, shall however, be without prejudice to the rights of licensor to evict the licensee in accordance with the provisions of the Public Premises (Eviction of Unauthorized occupants) act, 1971 or through any other legally permissible means/norms after the expiry of license period.

25. **TERMINATION /EXIT CLAUSE:**

- a. If the Licensee fails to commence and carry on the manufacturing activities by utilizing the entire facilities and infrastructure provided under this agreement by obtaining necessary approvals/sanctions/clearance from the concerned statutory authorities and carry on the activities in terms of the contract within the outer limit of six months from the date of signing the agreement then the Licensor is entitled to terminate the agreement and enter upon to take possession of the schedule premises on 'as is where is' basis. Under no circumstances, any suit or proceedings for any loss or damage is maintainable against the Company from the Licensee or any person/s claiming through or under them.
- b. Without prejudice to clause(a) above, the licensee may also terminate the agreement by giving three months notice subject to observance of all other Licensing obligations, should they be unable to run the operations during the period of the licensee from the date of these presence, for whatever the reasons.

- c. In the event of any failure in fulfilling the conditions laid down in the licensing agreement by the licensee then the license agreement will be terminated and shall forfeit the security deposit.

26. **PERMISSION OF STATE GOVERNMENT OF HARAYANA:** The bidders may please note that while the Government of Haryana has in principle agreed for licensing out the HMT premises with land at Pinjore, a comprehensive proposal giving details of the selected party, product to be manufactured, duration of license etc is to be submitted by HMT to Haryana Government for final permission / clearance. Allotment Letter will be issued on receipt of clearance from Haryana Government.

27. RIGHTS & RESPONSIBILITIES OF LICENSEE

- a) The Licensee is allowed to use the premises offered on License Basis without any interruption or disturbances from the Licensor, subject to conditions of License/ Agreement.
- b) **The Licensee shall not use the premises for any other purpose except for the purpose indicated in the Tender notification.**
- c) **Additional construction / alterations during the license period:** Construction of any buildings or any additions to existing structure on the licensed area shall be made by the Licensee only after obtaining written permission from HMT and obtaining all requisite clearances from the concerned statutory authorities like Municipal Authorities, Pollution Control Authorities, Fire and Safety Authorities, etc. Such constructions shall also be insured for the period of license. The constructions shall become property of HMT after the license period is over.
- d) The Licensee will have to pay the monthly license fee along with applicable taxes for the current month on or before 10th of the subsequent month on a regular basis without fail. The Licensee shall also be required to pay the charges for consumption of Water and Electricity and other Maintenance charges separately as per the prevailing rates during the License period on a monthly basis.
- e) If the License fee is not paid for a period of two months, the Licensee shall have to vacate the licensed premises. The Licensor reserves the right to enter and take over the premises by removing the belongings of the licensee. This action shall be without prejudice to the licensor's other rights and remedies including termination of the license and discontinuing the maintenance services of supplies provided by the licensor to the licensee.
- f) The Licensee shall keep the said premises in good and tenantable condition at all times during the License period and deliver the same including electrical and other fittings, fixtures, appliances, equipment furniture etc., back to the Licensor in good condition on expiry or termination of the License.

- g) Goods & Services Tax (GST) and other statutory levies shall be payable by the licensee wherever applicable as per Government norms applicable during license period.
- h) The Licensee shall not assign his interest in the premises nor sub-let or permit occupancy of the same either in full or in part to any person / Company, whatsoever.
- i) In case of any damages to the structure, equipments, building appliances, fixtures, furniture, cabins, etc., in the custody of Licensee is to be borne by Licensee only.
- j) The Licensee shall indemnify the Licensor against all actions, claims, demands and expenses on account of any breach of the Licensee, of any of the terms of the License and shall allow the Licensor or his Representative to inspect the said premises offered on License at all reasonable times for satisfying themselves that all the terms & conditions hereof are being observed by the Licensee. The Licensee shall allow authorized representative of Licensor for inspection of the conditions of the premises as and when required.
- k) The Licensee is required to maintain the said premises in good condition and undertake to that effect to complete any repairs whenever warranted at his cost and to keep the premises in usable/good conditions.
- l) The Licensee shall be responsible for the security and safeguarding of the premises during the tenure of the License. The Licensee shall arrange a comprehensive insurance cover policy in favour of their company, for the said Premises and the properties inside the premises and shall provide a copy of the said policy to Licensor. Premium to be paid by the licensee. All statutory requirements with respect to "Fire safety" as per prevailing laws in Haryana, including Insurance cover, shall be the responsibility of the licensee. Licensor in no way shall be responsible for any fire related accident or any type of incidents or accidents in the Premises including payment of damages/compensation etc. Licensee has to take care of Security and Fire Safety arrangements in the Premises.
- m) In the event of there being any change in the constitution/legal status of the Licensee, the Licensee shall immediately notify about such change along with all relevant documents, approvals etc., for approval of the Licensor. In case such change of Constitution is not accepted by the Licensor, the License shall stand terminated, in which event the Licensee shall, within 30 days, vacate the premises without giving room for initiating any legal action for vacating or other proceedings available under law shall be initiated.
- n) It will be the responsibility of the Licensee to obtain necessary licenses, permissions, etc., if any, from the concerned authority or statutory body, at his cost for any Business/work.

28. RIGHTS AND RESPONSIBILITIES OF LICENSOR

1. The Licensor shall enable the Licensee to use the premises offered on License basis without any interruption or disturbance from the Licensor subject to the conditions of license / agreement agreed to by the Licensee.
2. The Licensor will not, in any way, be responsible for any transactions carried on between the Licensee and their Customers/suppliers or any other constituents related to the employees / persons employed by them.



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

TECHNICAL BID
for
Licensing of Manufacturing Facilities of HMT Tractor
Division available at Pinjore on Medium / Long Term
Tenure on
“As is where is” basis

Ref No. : HMT/NIT/2017-18/PINJORE

**SECTION 5 – TECHNICAL BID FORMAT
(Technical Evaluation / Criteria Sheet)**

N.I.T Ref: HMT/NIT/2017-18/PINJORE	DATED: 12/12/2017
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A. FULL PARTICULARS OF THE BIDDER:		
(i)	NAME OF ORGANISATION	
(ii)	Communication particulars of Corporate and Registered office – Address	
(iii)	- Telephone/ Mobile / Fax / Email / Website	
(iv)	Type of Business (Proprietorship/Partnership/ Private/ Public/ company/ Cooperative Body/Joint Venture etc) with registration particulars (Attach Memorandum and Articles of Association if any).	
(v)	Name of Proprietor/ Partners/ Directors	
(vi)	Structure of the Organisation	
(vii)	Equity holding ratio in case of JV, with its details	
(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 Establishment along with address, Landline, mobile number, email id, etc. who can be contacted in the matter	1. 2.

B. PROPOSED USAGE OF THE PREMISES (*HMT LTD. has the right to reject any offer whose purpose of usage of premises is not acceptable to the HMT Management*):
 (Please enclose separate sheet if space is insufficient)

C. 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 as per ANNEXURE-II	YES / NO
3)	Operating Cash Flow Statement as per ANNEXURE-III	YES / NO
4)	Audited Annual Accounts as per ANNEXURE-IV	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)	Details of the authority vested with the Bidder for making the offer in case of Company	: YES / NO
8)	Proof of Earnest Money Deposit payment attached	: YES / NO
	Bank: Reference no.: Date:	Amount:
9)	Proof of Tender Document Cost payment attached	: YES / NO
	Bank: Reference no.: Date:	Amount:

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

DECLARATION
(To be enclosed with Technical Bid)

I / We hereby declare that, I/We have read and gone through all the terms & conditions contained in the Tender Document NIT Ref: HMT/NIT/2017-18/PINJORE DATED: 12/12/2017 and the same is read, understood and agreed by us before submitting the Tender.

I/We am/are furnishing the above information to the best of my/our knowledge and ability.

In case the Company finds at a later date that any of the information furnished by me is false, I/We am/are liable for any action being initiated by HMT Ltd., Pinjore, against me/us including cancellation of my/our Quotation/License without giving any notice.

I/We accept all the terms and conditions as mentioned in the tender document.

I/We further declare that I/We have not submitted any other quotation in response to the above Tender Notification through our sister concern.

I/We declare that the prices have been quoted for full occupancy only.

I/We declare that the Validity of offer is for a minimum period of 180 days from the date of Technical Bid Opening.

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

ENCLOSURE-I

FORMAT FOR FINANCIAL REQUIREMENT - NET WORTH

To,
HMT Limited
Bangalore

Dear Sir,

We certify that the Applicant had minimum Net worth of **Rs. 75,00,00,000** (Rupees Seventy Five Crores only) as per the audited annual reports of the last three financial years. This Net worth has been calculated as per the instructions provided in the tender document.

S.No.	Financial year	Net Worth (Rs. Crore)
1.	2014-15	
2.	2015-16	
3.	2016-17	
	Average Net Worth of the last three years	

Signature with Seal of Company Secretary

Signature with Seal of Finance Chief

(Please also affix company seal)

(Please also affix company seal)

Date:

Note:

- 1. The above response sheet should be signed and certified as true by the Company Secretary and Finance Chief of the company.**
- 2. Along with the above format, in a separate sheet, please provide details of computation of net worth indicating the schedules and items of the annual accounts from which the figures have been obtained.**

ENCLOSURE-II

FORMAT FOR FINANCIAL REQUIREMENT – OPERATING CASH FLOW

To,
HMT Limited
Bangalore

Dear Sir,

We certify that the Applicant Company had a positive **Operating Cash Flow ie.,** The cash flow from operations in the last three financial years was positive based on the annual accounts of the last three financial years.

S.No.	Financial year	Operating Cash Flow (Rs. Crore)
1.	2014-15	
2.	2015-16	
3.	2016-17	
	Average Operating cash Flow of the last three years	

Signature with Seal of Company Secretary

Signature with Seal of Finance Chief

(Please also affix company seal)

(Please also affix company seal)

Date:

Note:

- 3. The above response sheet should be signed and certified as true by the Company Secretary and Finance Chief of the company.**
- 4. Along with the above format, in a separate sheet, please provide details of computation of Operating Cash Flow indicating the schedules and items of the annual accounts from which the figures have been obtained.**

ENCLOSURE-III

**Audited Annual Accounts of the Applicant and Parent Company, if applicable,
as per Schedule III of the Companies Act, 2013.**



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

PRICE BID

for

Licensing of Manufacturing Facilities of HMT Tractor
Division available at Pinjore on Medium / Long Term
Tenure on
“As is where is” basis

Ref No. : HMT/NIT/2017-18/PINJORE

SECTION 6 - PRICE BID FORMAT

N.I.T Ref: HMT/NIT/2017-18/PINJORE

DATED: 12/12/2017

PART – I

MONTHLY LICENSE FEE

The base License fee for the premises shall be Rupees sixty lakh only per month. Quotes below the base license fee shall not be considered.

Sl. No	Particulars	Area in # Sq. Ft.	Lumpsum License Fee Per Month*	
			In Figures	In Words
1.	Area marked as TRP area as indicated in the map enclosed as Annexure-I, including the Land, Buildings, Plant & Machinery and facilities therein in "As is where is" condition.	53 acres approx with covered area of 4,69,066 sqft approx.		

NOTE: The Lumpsum License Fee per month to be quoted should be more than the base Reserve License fee of Rs. 60,00,000/- (Rupees Sixty Lakhs) per month.

* Corresponding GST and any other Government levies / taxes applicable as per Government rate prevailing from time to time shall be borne additionally by licensee.

Area mentioned is approx and subject to actual measurement at site. License Fee will be charged on pro-rata basis for area offered, based on actual measurement made jointly with the successful bidder.

PART - II

OTHER APPLICABLE CHARGES PAYABLE BY THE LICENSEE:

SN Particulars

1. Monthly Electricity Charges at actual.
2. Monthly Water charges at actual.
3. Monthly Common Area Maintenance charges for pro-rata area occupied

Note: Corresponding GST and any other Government levies / taxes applicable for the above charges shall also be borne by licensee as per Government rate prevailing from time to time

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

