



Preliminary Information Memorandum (PIM)

And

Notice Inviting Tender

And

Request For Proposal (RFP)

For

Lease of

Manufacturing, Assembly and Testing facilities

Available at the

Tractor Plant of HMT Limited at Pinjore

On

“As is where is” basis



Transaction Advisor

June 2020

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Table of Contents

SECTION 1: Preliminary Information Memorandum (PIM)	5
1. INTRODUCTION	5
2. TRACTOR DIVISION-HMT LIMITED	7
NOTICE INVITING TENDER AND REQUEST FOR PROPOSAL	13
SECTION 2: BIDDING PROCESS	14
2.1 BRIEF DESCRIPTION OF BIDDING PROCESS.....	14
2.2 INSTRUCTION TO BIDDERS	17
2.3 ELIGIBILITY AND QUALIFICATION REQUIREMENTS OF BIDDER	20
2.4 SIGNING AND SUBMISSION OF BID	22
2.5 OPENING AND EVALUATION OF BIDS	24
2.6 PRE-BID CONFERENCE AND SITE VISIT	26
SECTION 3: FORMATS AND APPENDICES	27
APPENDIX-I: LETTER COMPRISING THE TECHNICAL BID.....	27
APPENDIX-II: POWER OF ATTORNEY FOR SIGNING OF BID	31
APPENDIX-III: DETAILS OF THE BIDDER	33
APPENDIX-IV: DECLARATION.....	34
APPENDIX-V: BANK GUARANTEE FOR BID SECURITY	36
APPENDIX-VI: LETTER COMPRISING THE FINANCIAL BID	38
SECTION 4: DRAFT AGREEMENT	40
1. DEFINITIONS AND INTERPRETATION	41
2. GRANT OF LEASE	44
3. DEMISED PREMISES AND EQUIPMENTS	44
4. LEASE COMMENCEMENT DATE	45
5. TERM OF THE LEASE, LOCK-IN PERIOD AND RENEWAL	45
6. LEASE RENT, ESCALATION AND PAYMENT TERMS	45
7. STAMP DUTY AND REGISTRATION	47
8. MAINTENANCE AND OTHER FACILITIES	47
9. SHARING OF DEMISED PREMISES, SIGNAGE AND USE OF ADDRESS	47
10. SUBSEQUENT TRANSFER.....	48
11. LESSOR’S REPRESENTATIONS, WARRANTIES AND COVENANTS	48
12. LESSEE’S REPRESENTATIONS, WARRANTIES, COVENANTS AND INDEMNITIES	48
13. TERMINATION AND CONSEQUENCES OF TERMINATION.....	51
14. FORCE MAJEURE.....	52
15. LIMITATION OF LIABILITY	52
16. NOTICE.....	53
17. MISCELLANEOUS.....	54
FIRST SCHEDULE: DESCRIPTION OF THE DEMISED PREMISES	57
SECOND SCHEDULE: DESCRIPTION OF THE EQUIPMENT	59
ANNEXURE A: FLOOR PLAN OF THE DEMISED PREMISES	77

SECTION 1: Preliminary Information Memorandum (PIM)

1. INTRODUCTION

HMT Ltd. (the “HMT” or “Company”) 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. HMT was established in 1953 with an objective to setup large scale engineering units to manufacture essential goods like Machine Tools, Telecommunication equipment, Aircrafts, Ships etc in Public Sector.

The Company’s registered office is situated at HMT Bhavan, 59, Bellary Road, Bangalore, Karnataka, India. HMT 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 Bengaluru. Over the years the company diversified from a machine tool manufacturing company into Watches, Tractors, Printing Machinery, Metal Forming Presses, Die Casting & Plastic Processing Machinery, CNC Systems & Bearings. HMT was able to provide diversified products and services by successfully absorbing new and innovative technology in all product groups through collaborations with world renowned manufacturers & further strengthened by continuous in-house R&D.

The Company has played a vital role in the industrial and economic growth of the country by supplying required machines to various strategic and infrastructure sectors, in pursuit of making India self-reliant. Currently, HMT is one of the leading suppliers of Machine Tools and auxiliary machines and equipment meeting the India’s strategic needs in the areas of Defense, Aerospace, Power, Nuclear, Railways and other strategic sectors and also in the design, development, manufacture and supply of import-substitute products. Marketing and servicing network of the company across India feel the pulse of the market and continue to deliver products and services to customers delight.

The company has been making commendable contributions towards manufacture and supply of import-substitute products and continues to contribute in the nation-building endeavor. At present, HMT Group comprises of HMT Limited, the Holding Company with five subsidiaries viz. HMT Machine Tools Limited, HMT Watches Limited, HMT Chinar Watches Limited, HMT Bearings Limited and HMT (International) Limited under its ambit, while the businesses of Tractors and Food Processing Machinery is managed directly by the Holding Company. HMT’s exports are channeled through the export arm, HMT (International) Limited which has an agency network across the globe and also executes turn-key projects from concept-to-commissioning in India and abroad. More than 27 projects have been implemented in 12 countries.

To meet the emerging needs of the Capital Goods Sector, HMT has decided to primarily focus on its core business of manufacturing 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 of India for closure of operations of its Tractor Division as well as the closure of the subsidiary companies HMT Watches Limited, HMT Chinar Watches Limited and HMT Bearings Limited. Currently the manufacturing Units of HMT (including those of HMT Machine Tools Limited) are in Karnataka (Bengaluru), Telengana (Hyderabad), Kerala (Kalamassery), Rajasthan (Ajmer), Haryana (Pinjore near Chandigarh) and Maharashtra (Aurangabad).

The Tractor division has been declared closed after following due process of law. Necessary compliances of all statutory /legal provisions pursuant to closure has been made. Further, in line with the directions of and with the approval of the Government of India, *the Company now proposes to lease out the manufacturing, assembling and*

testing facilities of the Tractor Division available at Pinjore on medium/long term tenure on an “As is where is” basis to interested parties engaged preferably in the Capital Goods or Auto Sector (“the Transaction”).

The Tractor manufacturing plant at Pinjore is spread over an area of around 23.86 acres comprising covered area of **10.26 acres** with 10 number of hangars and is **highly suitable for setup of any sort of Engineering / Capital Goods / Auto sector manufacturing** activity with minimal realignments.

The R&D area is spread over an area of 19.4 acres comprising covered area of **0.63 acres** with 1 hangar and is suitable for testing of diesel engines. The open area **may be utilized for any other purpose** as per applicable land usage.

Some of the plant facilities at Pinjore are shared between the Tractor & Machine Tool 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 leased.

Through this PIM, the interested Bidders (“IBs”) are provided with limited and selected information pertaining to the Tractor division of the Company for submitting their RFP for the proposed leasing of manufacturing facilities, assembly and testing facilities at Pinjore, of the Tractor division of the Company.

The bid is being called for following categories of the Transaction (“Transaction Category”):

S. No.	Transaction Category	Area (in Sq. Mts.)			Period of lease
		Covered	Open	Total	
1.	Lease of Factory area with Plant, machinery and equipment in factory area	41,549 (10.26 Acres)	55029 (13.6Acres)	96578 (23.86 Acres)	30 years
2.	Lease of R&D area with machinery and equipment in R&D area	2,542 (0.63 Acres)	75,979 (18.77 Acres)	78521 (19.4 Acres Acres)	30 years
3.	TOTAL AREA	44091 (10.89Acres)	131008 (32.37 Acres)	175099 (43.26 Acres)	

Note: Final measurements shall be subject to joint survey

The Bidders can Bid for any or all the Transaction Categories and the Financial Bid shall be evaluated as per the evaluation process described in clause 2.5 of the RFP.

2. TRACTOR DIVISION-HMT LIMITED

In the year 1962, the State Government of Punjab donated 846.43 acres of land (the area comes under Haryana State after bifurcation) as a gift to HMT Limited in order to establish a Machine Tools Manufacturing Unit at Pinjore. 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 there during 1971.

HMT's Tractor business commenced its operations in 1971 in technical collaboration with M/s ZETOR, Czechoslovakia Republic. Initially, HMT started the operation with the manufacture of 25 HP Tractor at the manufacturing plant established in Pinjore, Haryana State. Over the years, it has developed Tractors ranging from 25 HP to 75 HP in two cylinder, three cylinder and four cylinder engine variants successfully meeting the emission TREMIIA norms. The company achieved market leadership in tractors by enlarging its range to cover most of the applications for the farming community. HMT has produced and marketed over 4,00,000 Tractors since inception in India and abroad.

S. No	Description	Particulars
1.	Location	Pinjore (Haryana) Near Chandigarh
2.	Commencement Year	1971
3.	Capacity (per annum)	Current status - 8500 tractors per annum on single shift basis
4.	Facilities	Integrated facilities for Manufacture, Assembly, and Testing of Tractors and Engines. R&D etc.
5.	Factory Area (demarcated for offer)	43.26 acres approximately
6.	Covered Area (demarcated for offer)	10.89 acres approx. within the 43.26 acres as above.
7.	Open Area (demarcated for offer)	32.37 acres approx. within the 43.26 acres as above.

1.2.1 Summary of facilities available for lease

- Machines 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, quenching press etc.
- Engine assembly & tractor assembly lines with chassis painting & testing facilities.
- Material testing laboratory 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 center spread around 20 acres and equipped with:
 - Engine testing lab with dynamometers and AVL instrumentation.
 - Emission testing lab.
 - Prototype assembly and testing facilities.
 - Circular test track.

1.2.2 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
- Toolled up GPMs, SPMs and CNC Machines for Connecting Rod, Camshaft, Bearing Caps, Gears, Shafts, Crown wheel and Pinion.



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



R & D Wing

- Spread around 20 Acres(approx).
- Equipped with CAD
- Engine Testing Lab with Dynamometers and
- AVL Instrumentation.
- AVL Engine Emission Testing Lab.
- Prototype Assembly & Testing Facilities
- Circular Test Track.



The manufacturing facility images above are of the time when the tractor division was in running state. Current state of the facility may be different. Recipients of this PIM and the potential Bidders are advised to visit the site and verify the current state.

1.2.3 Details of Machinery

S.No.	Shop	Machines					Major Equipment
		GPM	SPM	CNC	Total	Mono Rail/EOT/Jib Crane	
For Tractor Plant							
1	Tools Shop (PPT-HMS)	13			13		
2	New Assembly Line (NAL)	4			4		
3	Heat Treatment	15			15	21	
4	Engine Shop (ES)	81	22	1	104	47	
5	New Engine Shop (NES)	9	7	10	26		
6	Engine Assembly & Testing Shop	21	2		23	8	
7	Material Cutting Shop	11		1	12		
8	Heavy Machine Shop (HMS)	65	25	9	99	41	
9	Tractor Assembly	13			13	21	
10	New Painting Shop					8	2
	TOTAL	232	56	21	309	146	2

For R & D							
1	In R & D Premises	0	0	0	0	8	2

1.2.4 Production area

I. Total plot area proposed to be leased.

S. No.	Transaction Category	Area (in Sq. Mts.)			Period of lease
		Covered	Open	Total	
4.	Lease of Factory area with Plant, machinery and equipment in factory area	41,549 (10.26 Acres)	55029 (13.6Acres)	96578 (23.86 Acres)	30 years
5.	Lease of R&D area with machinery and equipment in R&D area	2,542 (0.63 Acres)	75,979 (18.77 Acres)	78521 (19.4 Acres Acres)	30 years
6.	TOTAL AREA	44091 (10.89Acres)	131007 (32.37 Acres)	175098 (43.26 Acres)	

Note: Subject to Actual Measurements during Joint survey.

II. Detail of covered area within the total plot area proposed to be leased

Details of covered areas in Tractor Plant, Pinjore

S.No.	Name of Building	Length	Width	Area (Sqmt.)	Total Area	Type of Structure
1	Store keeper room in Steel yard	5.46	4.46	24.35	24.35	RCC
2	Heat treatment	60.25	15.15	912.79	2134.02	Shed
		45.25	15.15	685.54		Shed
	Generator shed	15.00	15.30	229.50		Shed
	Oil storage	6.00	4.00	24.00		Shed
	Sub station	15.13	5.74	86.85		Shed
	Salt store	7.00	5.23	36.61		RCC
	Weigh bridge	4.46	2.96	13.20		RCC
	Toilet & Store (HT)	12.50	4.70	58.75		RCC
	Sub station	15.12	5.74	86.79		RCC
3	Material cutting	45.25	15.35	694.59	713.45	Shed
	Toilet near material cutting	6.91	2.73	18.86		RCC
4	Bright steel store	20.00	12.34	246.80	246.80	Shed
5	Lubrication cum oil store	30.00	10.93	327.90	327.90	Shed
6	Pump store	5.23	9.00	47.07	47.07	RCC
7	Machine casting store	48.20	15.00	723.00	723.00	Shed
8	Internal transport	92.00	15.00	1380.00	1380.00	Shed
9	Fire proof store	30.35	15.25	462.84	462.84	Shed
10	Heavy machine shop	105.20	45.30	4765.56	4765.56	Shed
11	Assy.shop	52.85	15.17	801.73	801.73	Shed
12	Compressor house	15.11	7.61	114.99	114.99	Shed
13	Lean to shed	128.20	5.25	673.05	673.05	Shed
14	Tractor assembly	157.25	28.25	4442.31	5585.37	Shed
		75.35	15.17	1143.06		Shed
15	Engine shop	124.75	60.00	7485.00	7485.00	Shed
16	Material testing	35.40	5.30	187.62	187.62	RCC
17	Material Engg.-GF	52.82	7.80	412.00	824.00	RCC
	Material Engg.-FF	52.82	7.80	412.00		RCC
18	Engine testing	45.45	15.25	693.11	693.11	Shed
19	Toilet & Battery charging	12.38	5.31	65.74	65.74	RCC
20	Cable shed	15.23	7.85	119.56	119.56	Shed
21	Roller testing	15.00	7.00	105.00	105.00	Shed
22	Engine assy.	142.50	15.00	2137.50	2137.50	Shed
23	Materials & Main store	154.35	30.45	4699.96	4699.96	Shed
24	Lean to shed (South side)	154.35	5.57	859.73	859.73	Shed

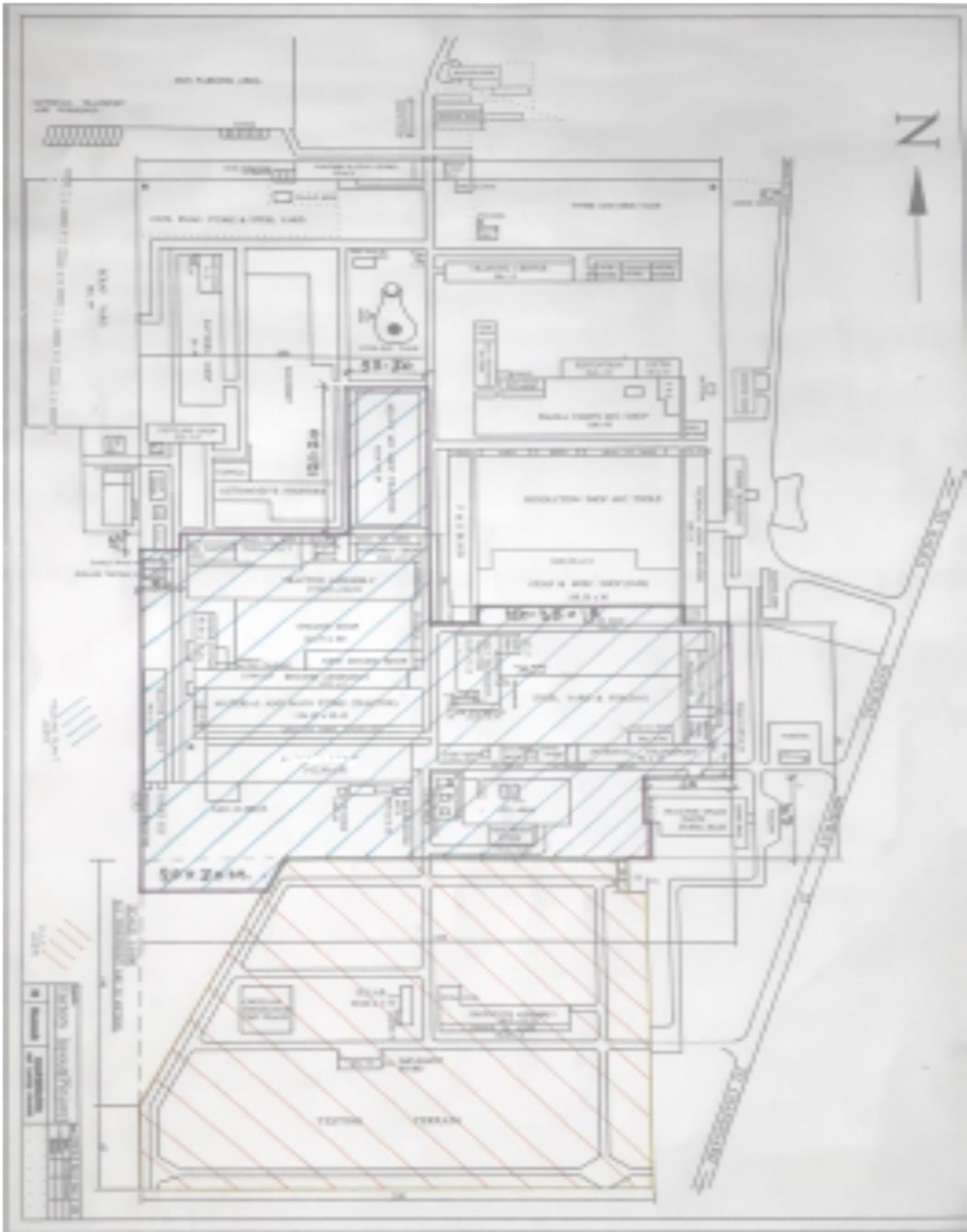
PIM & RFP FOR LEASE OF MANUFACTURING FACILITIES OF HMT TRACTOR DIVISION

25	Lean to shed (West side)	39.90	5.23	208.68	208.68	Shed
26	Tractor assy. (Illrd line)	90.00	15.00	1350.00	1375.00	Shed
	Toilet (tractor assy. Illrd line)	5.00	5.00	25.00		RCC
27	Sheet metal painting plant	142.50	30.00	4275.00	4275.00	Shed
28	Boiler room	5.00	5.50	27.50	27.50	Shed
29	ASU	22.50	15.00	337.50	337.50	Shed
30	ETP	14.48	5.00	72.40	147.98	RCC
	ETP-Store	5.46	5.60	30.58		Shed
	Boiler room- ETP	7.50	6.00	45.00		Shed
Total covered area in Tractor plant proposed for lease				41549.01	41549.01	
						Or 10.26 Acres

Details of covered areas in R & D, Pinjore

S.No.	Name of Building	Length	Width	Area (Sqmt.)	Total Area	Type of Structure
1	Proto type assembly	90.03	15.23	1371.16	1600.06	Shed
		15.03	15.23	228.91		Shed
	Implement store	30.00	7.50	225.00	225.00	Shed
	I.C. lab	30.40	7.73	234.99	266.56	RCC
		11.65	2.71	31.57		RCC
	Offices & Lavatories	90.03	5.00	450.15	450.15	RCC
Total covered area in R & D proposed for lease				2541.78	2541.78	
						Or 0.63 Acres

III. Floor Plan of Demised Premises



NOTICE INVITING TENDER AND REQUEST FOR PROPOSAL

Notice Inviting Tender(NIT) and Request for Proposal (RFP) for lease of *manufacturing, assembling and testing facilities available in the Tractor Division at Pinjore on medium/long term tenure on an “As is where is” basis.*

HMT Limited (the “HMT” or “Company”) is a public sector undertaking, under the administrative control of Department of Heavy Industry, Ministry of Heavy Industries and Public Enterprises, Government of India. HMT was established by the Government in 1953 as part of its objective to setup large scale engineering units to manufacture essential goods like Machine Tools, Telecommunication equipment, Aircrafts, Ships etc in Public Sector. Over the years the company has diversified from a Machine Tool manufacturing company into Watches, Tractors, Printing Machinery, Metal Forming Presses, Die Casting & Plastic Processing Machinery, CNC Systems & Bearings. To meet the emerging needs of the Capital goods Sector, HMT Limited has decided to provide prime focus on Machine Tools and has shelved the operations of Tractors, Watches and Bearings.

The Government of India has approved the closure of operations of Tractor division of the Company and directed the *Company to lease out the manufacturing, assembling and testing facilities of the Tractor Division available at Pinjore on medium/long term tenure on an “As is where is” basis to interested private parties engaged preferably in Capital Goods or Auto Sector. Hence HMT now proposes to lease out the same (the “Transaction”).*

The Bid is being called for following categories of the Transaction (“Transaction Category”):

S. No.	Transaction Category	Area (in Sq. Mts.)
1.	Factory area (Covered and open) with Plant, machinery and equipment in factory area	96,578
2.	R&D area (Covered and open) with all machinery and equipment in R&D area	78,521
3.	TOTAL AREA	1,75,099 (43.26 Acres)

Tender is invited in form of two bid format comprising ‘**Technical Bid**’ and ‘**Financial Bid**’ from interested Bidders having minimum net worth of **Rs. 20 crores** as on **31.03.2020** and having other qualifications as specified in RFP. The RFP document along with Preliminary Information Memorandum (“PIM”) can be viewed / downloaded from www.hmtindia.com / www.dhi.nic.in / <https://eprocure.gov.in/epublish>.

The Bidders can bid for any and all Transaction Categories and the Financial Bid shall be evaluated as per the evaluation process described in clause 2.5 of the RFP.

Bids shall be submitted physically by the Interested Bidder on or before 30TH June (at 1400 hours IST) (“**RFP Due Date**”) at the address mentioned below. Bids received through post, fax, email will not be accepted.

General Technical Manager (ABD)
HMT Auxiliary Business Division,
HMT Main Road,
Jalahalli Post,
Bangalore – 560 013

Corrigenda, if any shall be posted only on www.hmtindia.com till RFP due date including any extended date and will not be notified through Press advertisement / communication. Bidders are requested to check the website regularly for any updates.

Please note that the Company reserves the right to accept or reject all or any of the Bids without communicating any reason whatsoever.

SECTION 2: BIDDING PROCESS

2.1 BRIEF DESCRIPTION OF BIDDING PROCESS

- 2.1.1** HMT has adopted a single stage two envelop process (referred to as the "Bidding Process") for selection of the Bidder for the Transaction. Under this process, the Bid shall be invited under two envelopes containing the Technical Bid and the Financial Bid. Prior to submission of the bid, the Bidder shall pay to the HMT a non refundable sum of **Rs. 10,000/- (Rupees Ten thousand only)** as the cost of the RFP process. Cost of RFP shall be paid through NEFT/ other electronic means to HMT Limited, (Current A/c No 2939002100000736, Punjab National Bank, HMT Pinjore Branch IFSC Code PUNB0293900) Copy of the proof of payment should be submitted along with the Technical Bid. Only Eligibility and qualification of the Bidder will be first examined based on the details submitted under first envelop (Technical Bid) with respect to eligibility and qualifications criteria prescribed in this RFP. The Financial Bid under the second envelop shall be opened of only those bidders whose Technical Bids are responsive to and match the eligibility and qualifications requirements as per this RFP. Technical Bids not containing the proof of payment of cost of RFP process shall be rejected.
- 2.1.2** Interested Bidders (the "**Bidders**") are being called upon to submit their Bid in accordance with the terms specified in this RFP. The bid shall be valid for a period of 120 days from the date specified in Clause 2.1.17 for submission of Bids (the "Bid Due Date").
- 2.1.3** The draft lease agreement (hereinafter referred to as "**Agreement**") for the Transaction to be executed with the Selected Bidder is enclosed under Section-4 of the document for the bidders. The Preliminary Information Memorandum (PIM) prepared by HMT is also enclosed for guidance purposes only. Subject to the provisions of Clause 2.2.2, the aforesaid documents and any addenda issued subsequent to this RFP Document, will be deemed to form part of the RFP documents.
- 2.1.4** A Bidder is required to deposit, along with its Bid, a Bid Security of **Rs. 10,00,000 (Rupees ten lakh only)** (the "Bid Security"), refundable not later than 120 (one hundred twenty) days from the Bid Due Date, except in the case of the Selected Bidder whose Bid Security shall be retained till it has paid the price as per the provisions of the Agreement. The Bidders shall pay the Bid Security in the form of a bank guarantee acceptable to HMT, and the validity period of the bank guarantee shall not be less than 120 (one hundred and twenty) days from the Bid Due Date with a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between HMT and the Bidder from time to time The format for Bank Guarantee is in **Appendix-V**. The Bidder shall also have the option to pay the Bid Security through NEFT/ other electronic means to HMT Limited (Current A/c No 2939002100000736, Punjab National Bank, HMT Pinjore Branch IFSC Code PUNB0293900). The Bid shall be summarily rejected if it is not accompanied by the Bid Security.
- 2.1.5** During the bid stage, Bidders are advised to examine the Transaction in greater detail, and to carry out, at their cost, due diligence including such studies as may be required for submitting their respective Bids for successful closure of the Transaction and entering into definitive agreement(s).

2.1.6 The bid is being called for following categories of the Transaction (“Transaction Category”):

S. No.	Transaction Category	Area (in Sq. Mts.)
1.	Factory area (Covered and open) with Plant, machinery and equipment in factory area	96,578
2.	R&D area (Covered and open) with all machinery and equipment in R&D area	78,521
	TOTAL	1,75,099

The Bidders can bid for any and all Transaction Categories and the Financial Bid shall be evaluated as per the evaluation process described in clause 2.5 of the RFP.

- 2.1.7 Financial Bids would be evaluated on the basis of the Bid price quoted by the Bidder for all or any of the Transaction Categories as specified in clause 2.1.6 provided such Bid price is not less than the reserve price set by HMT. The bid price shall be the monthly lease rent (“Lease Rent”) excluding taxes, if any, required to be paid by a lessee for lease of any or all Transaction Category as provided in clause 2.1.6 on an “As is where is” basis for a period of 30 years.
- 2.1.8 Generally, the Highest Bidder shall be the Selected Bidder. The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in Clause 2.5 of this RFP, be invited to match the bid submitted by the Highest Bidder in case such Highest Bidder withdraws or is not selected for any reason. In the event that none of the other Bidders match the bid of the Highest Bidder, HMT may, in its discretion, either invite fresh Bids from the remaining Bidders or annul the Bidding Process.
- 2.1.9 HMT shall issue, in duplicate, Letter of Acceptance (LOA) to the Selected Bidder and the Selected Bidder shall return a copy of LOA duly signed and stamped by the Authorised Signatory as acceptance of same within 07 (seven) days of date of issue thereof. The Selected Bidder shall pay to HMT, the security deposit equivalent to 06 (six) months’ Lease Rent within 07 (seven) days of receipt of acceptance of LOA by HMT. In the event the Lessee fails to accept the LOA or fails to pay the said Security Deposit within the stipulated time limits, the allotment shall stand cancelled and bid security forfeited. The Security Deposit does not carry any interest and will be refunded to the Lessee on vacating the premises as per the License Agreement after adjusting the dues and penalties, if any.
- 2.1.10 The Selected Bidder(s) shall be entitled to a joint survey of area proposed to be leased after its receipt of acceptance of LOA. In case there is a variation between the area proposed to be leased and the actual measurement as a result of joint survey and such variation is more than 2% then the Assessed Bid Price shall be adjusted proportionately.
- 2.1.11 The Lease Rent shall be paid on 1st day of every calendar month. In case, the 1st Lease Rent is to be paid for the part of month, it shall be paid on pro-rata basis considering 30 days in that month. However the payment of first lease rent shall not commence until 06 (six) month have relapsed from the date of issue of offer of possession by HMT to the lessee or actual possession date which ever is earlier. (moratorium period)
- 2.1.12 Lease Rent shall be subject to annual increase of 5% compounded annually[§] commencing from the due date of 1st payment of lease rent.
- 2.1.13 Subject to Clause 2.4.8, the Agreement shall be entered into with the Selected Bidder(s) (defined later) within 15 days of issue of offer of possession by HMT.

[§] For avoidance of doubt, if the Lease Rent for the first year is Rs. 100 then the Lease rent for second year shall be Rs. 105 (100+5% of 100) and for third year shall be Rs. 110.25 (105+5% of 105)

2.1.14 Other details of the process to be followed under this bidding process and the terms thereof are spelt out in this RFP. All the detailed Terms and Conditions in regard to the Transaction are specified in the Draft Lease Agreement appended at Section \$ hereto.

2.1.15 If any of the items of Machinery or equipment are not required by the selected bidder the same will be removed / disposed off by HMT. However, there would be no change in the lease rent payable by the selected bidder.

2.1.16 Any queries or request for additional information concerning this RFP shall be submitted by e-mail to the officer designated in Clause 2.4.4 with subject line as : "Queries/Request for Additional Information for RFP for Lease out the manufacturing, assembling and testing facilities of the Tractor Division available at Pinjore on an **"As is where is"** basis"

2.1.17 Schedule of Bidding Process:

S. No.	Description	Detailed Information
1	Name of Project	Lease of Manufacturing, Assembly and Testing Facilities of Tractor Division of HMT Limited at Pinjore on "As is Where is" basis
2	Reference No.	HMTL/RFP/2020-21 dated 05/06/2020
3	Date of issue of RFP Document	05.06.2020
4	Last Date for receipt of clarifications/ suggestions through email at cpatnaik@hmtlimited.com mrvraja@hmtlimited.com	15.06.2020
5	Pre-bid conference and Site Visit	18.06.2020 Place: ABD Building, HMT Complex, Pinjore, Haryana 134101 Time: 11.30 am
6	HMT's response to queries by email	18.06.2020
7	Date, Place and time for bid submission (Bid Due Date)	02.07.2020 Place: HMT Limited, ABD, HMT Main Road, Jalahalli, Bengaluru, 560013 Time: 1400 hours IST
8	Date and time for opening of Technical Bid	02.07.2020 Place: HMT Limited, ABD, HMT Main Road, Jalahalli, Bengaluru, 560013 Time: 1500 hours IST
9	Date and time for opening of Financial Bid	To be notified to the Technically Qualified Bidders
10	Issue of Letter of Acceptance (LOA) by HMT	To be notified.
11	Acknowledgement of LOA by Selected Bidder.	Within 07 (seven) days of issue of LOA
12	Security Deposit of 06 months advance	Within 07 (seven) days of acknowledgement of LOA
13	Joint Survey	To be notified
14	Issue of offer of Possession by HMT	To be notified
15	Signing of Agreement	To be notified

2.2 INSTRUCTION TO BIDDERS

- 2.2.1** No Bidder shall submit more than one Bid for the Project.
- 2.2.2** The Preliminary Information Memorandum (PIM) for the Transaction is being provided only as a preliminary reference document by way of assistance to the Bidders who are expected to carry out their own surveys, investigations and other detailed examination of the Transaction before submitting their Bids. Nothing contained in the PIM shall be binding on HMT nor confer any right on the Bidders, and HMT shall have no liability whatsoever in relation to or arising out of any or all contents of Preliminary Information Memorandum.
- 2.2.3** Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Agreement.
- 2.2.4** The Bid shall be furnished in the format exactly as per Appendix-I i.e. Letter comprising Technical Bid and Appendix VI i.e. Letter comprising Financial Bid. Bid amount shall be indicated clearly in both figures and words, in Indian Rupees, in prescribed format of Financial Bid and shall be signed by the Bidder's authorised signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.
- 2.2.5** The Bidder should submit a Power of Attorney as per the format at Appendix-II, authorising the signatory of the Bid to commit the Bidder. Each page of the bid document submitted by the Bidder shall be signed by the authorised signatory and stamped.
- 2.2.6** Any condition or qualification or any other stipulation contained in the bid shall render the bid liable to rejection as a non-responsive Bid.
- 2.2.7** The Bid and all communications in relation to or concerning the Bidding documents and the Bid shall be in English language.
- 2.2.8** This RFP is not transferable.
- 2.2.9** In computing the Net Worth of the Bidder under Clauses 2.3.1(d), the Net Worth of their respective Associates would also be eligible as hereunder.

For purposes of this RFP, Associate means, in relation to the Bidder, a person who controls, is controlled by, or is under the common control with such Bidder (the "**Associate**"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.

It is clarified that a certificate from a qualified external auditor who audits the book of accounts of the Bidder shall be provided to demonstrate that a person is an Associate of the Bidder.

- 2.2.10** The following conditions shall be adhered to while submitting a Bid:
- (a) Bidders should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexures is insufficient. Alternatively,

Bidders may format the prescribed forms making due provision for incorporation of the requested information;

- (b) information supplied by a Bidder must apply to the Bidder or Associate named in the bid and not, unless specifically requested, to other associated companies or firms; and
- (c) in responding to the RFP submissions, Bidders should demonstrate their capabilities in accordance with Clause 2.3.

2.2.11 Notwithstanding anything to the contrary contained herein, in the event that the Bid Due Date falls within three months of the closing of the latest financial year of a Bidder, it shall ignore such financial year for the purposes of its bid and furnish all its information and certification with reference to the 3 (three) years or 1 (one) year, as the case may be, preceding its latest financial year. For the avoidance of doubt, financial year shall, for the purposes of bid hereunder, mean the accounting year followed by the Bidder in the course of its normal business.

2.2.12 All documents and other information supplied by HMT or submitted by a Bidder to HMT shall remain or become the property of HMT. Bidders are required to treat all information provided by HMT as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. HMT will not return any Bid or any information provided along therewith.

2.2.13 The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. HMT will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

2.2.14 It shall be deemed that by submitting a Bid, the Bidder has:

- (a) made a complete and careful examination of the bidding documents;
- (b) received all relevant information requested from HMT;
- (c) accepted the risk of inadequacy, error or mistake in the information provided in the bidding documents or furnished by or on behalf of HMT relating to any of the matters referred to in this clause;
- (d) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the bidding documents or ignorance of any of the matters referred to in this Clause shall not be a basis for any claim for compensation, damages, loss of profits etc. from HMT, or a ground for termination of the Lease Agreement;
- (e) acknowledged that it does not have a Conflict of Interest; and
- (f) agreed to be bound by the undertakings provided by it under and in terms hereof;

2.2.15 HMT shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP, including any error or mistake therein or in any information or data given by HMT.

2.2.16 Verification and Disqualification

2.2.16.1 HMT reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP and the Bidder shall, when so required by HMT, make available all such information, evidence and documents as may be necessary for such verification. Any such verification, or lack of such verification,

by HMT shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the HMT thereunder.

- 2.2.16.2 HMT reserves the right to reject any bid and appropriate the Bid Security if:
- (a) at any time, a material misrepresentation is made or uncovered, or
 - (b) Bidder does not provide, within the time specified by HMT, the supplemental information sought by HMT for evaluation of the Bid.

Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If such disqualification/ rejection occurs after the Bids have been opened and the highest Bidder gets disqualified/rejected, then HMT reserves the right to annul the Bidding Process and invites fresh Bids.

2.2.17 In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility and /or qualification requirements have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Lessee by entering into of the Agreement, and if the Selected Bidder has already entered into the Agreement, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by HMT to the Selected Bidder or the Lessee, as the case may be, without HMT being liable in any manner whatsoever to the Selected Bidder or the Lessee. Moreover, HMT shall be entitled to forfeit and appropriate the Bid Security and Security Deposit if any, as mutually agreed genuine pre-estimated compensation and damages payable to HMT for, inter-alia, time, cost and effort of HMT without prejudice to any other right or remedy that may be available to HMT under law.

2.2.18 General Conditions

- (a) Lessee shall be entitled to carry out such structural changes and construct such additional structures on the Demised Premises (defined in Draft Lease Agreement) as it may deem fit subject to obtaining requisite permissions and approval from the relevant statutory authorities and the prior written approval from the Lessor.
- (b) While in possession of the Demised Premises, Lessee shall not alter or redesign the structure of the Demised Premises, including the façade or undertake any structural changes / alterations to the Demised Premises, except with the prior written approval of the Lessor;
- (c) The Lessee shall use the Demised Premises only for the industrial purposes and the Lease Rental shall be quoted only for the industrial use of the Demised Premises.
- (d) In case part of the Demised Premises is required to be used for any purpose other than industrial, the Lease Rental for such part of Demised Premises shall be renegotiated to include premium on Lease Rental arising out of difference between industrial use and such other use and fresh Agreement shall be entered into between HMT and the Lessee.

2.3 ELIGIBILITY AND QUALIFICATION REQUIREMENTS OF BIDDER

2.3.1 For determining the eligibility of Bidder the following shall apply:

- (a) A Bidder shall not have a conflict of interest (the “**Conflict of Interest**”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, HMT shall be entitled to forfeit and appropriate entire value of the Bid Security (the “**Damages**”), without prejudice to any other right or remedy that may be available to HMT under the bidding documents and/or the Agreement or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:
- (i) The Bidder or its Associate (or any constituent thereof) and any other Bidder or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the director in direct shareholding of a Bidder or its Associate thereof (or any shareholder thereof having a shareholding of not more than 25%(twenty five percent) of the paid up and subscribed capital; of such Bidder or Associate, as the case may be) in the other Bidder or its Associate, is not more than 25% (Twenty five percent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956/2013. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “**Subject Person**”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or
 - (ii) a constituent of such Bidder is also a constituent of another Bidder; or
 - (iii) such Bidder or its Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder or its Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder or its any Associate thereof; or
 - (iv) such Bidder has the same legal representative for purposes of this bid as any other Bidder; or
 - (v) such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other’s’ information about, or to influence the bid of either or each other; or
 - (vi) such Bidder or any Associate thereof has participated as a consultant to HMT in the preparation of any documents, design or technical specifications of the Project.
 - (vii) Such Bidder or any Associate thereof has appointed any official of HMT, advisors of HMT for the Transaction, within a period of 1 year from the signing of Agreement with that Bidder.

Explanation:

For purposes of this RFP, Associate shall have the same meaning as assigned to it in clause 2.2.9..

- (b) A Bidder must be a private limited company or public limited company registered under Companies Act 1956 or 2013 or a Limited Liability Partnership (LLP) incorporated under the Limited Liability Act 2008. Public Sector Undertakings (PSEs) & Government owned entities (i.e. where Central or State government ownership is 51% or more) are not eligible to participate in the Transaction.
- (c) Bidder must preferably be engaged in business of manufacturing or assembling or testing of products / equipment pertaining to Capital Goods Sector or Auto Sector.
- (d) The Bidder shall have a minimum Net Worth[§] of Rs. 20 Crores (Rupees twenty crore only) at the close of the preceding financial year[§]. Certificate from its statutory auditors certifying the net worth of the Bidder, as at the close of the preceding financial year, and also specifying that the methodology adopted for calculating such net worth shall be submitted.
- (e) The Bidder must not have been blacklisted or been barred by any agency of the Central Government, State Government, any statutory Authority or any Public Sector Undertaking as the case may be, from participating in any Bid.

[§] "Net Worth" shall mean the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write back of depreciation and amalgamation

[§] In case a Bidder has issued any fresh Equity Capital during the current financial year, the same shall be permitted to be added to the Bidder's Net Worth subject to the Statutory Auditor of the Bidder certifying to this effect.

2.4 SIGNING AND SUBMISSION OF BID

2.4.1 The Bid shall be signed in indelible blue ink by the authorised signatory of the Bidder. All the alterations, omissions, additions or any other amendments made to the bid shall be initialled by the person(s) signing the bid.

2.4.2 Documents Comprising the Technical Bid:

- (a) Copy of the proof of payment towards the cost of RFP process.
- (b) Appendix-I (Letter comprising the Technical Bid) including and supporting certificates / documents.
- (c) Power of Attorney for signing the bid as per the format at Appendix-II;
- (d) Details of bidder as per the format provided in Appendix-III.
- (e) Declaration as per format provided in Appendix-IV.
- (f) Bid Security of Rs 10 Lakhs (Rupees Ten lakh only) in the form Bank Guarantee in the format at Appendix-V from a Scheduled Bank or by way of NEFT to the specified account of HMT.
- (g) Statutory Auditor's certificate certifying the net worth and net cash accruals.
- (h) Copy of Memorandum and Articles of Association, if the Applicant is a body corporate, and if a Limited Liability Partnership (LLP) then a copy of its partnership deed;
- (i) Copies of Bidder's duly audited annual report along with balance sheet and profit and loss statement for preceding 3 years.

Documents Comprising the Financial Bid

- (j) Appendix-VI (Letter comprising the Financial Bid)

2.4.3 The documents listed at clause 2.4.2 shall be submitted as follows:

Envelope 1: Envelope 1 should contain all the originally signed documents (as listed in clause 2.4.2) and should be sealed and duly superscribed as **“Technical bid for lease of the manufacturing, assembling and testing facilities of the Tractor Division available at Pinjore on an “As is where is” basis (“the Transaction”)”**.

Envelope 2: Envelope 2 should contain only the Financial Bid as per the format provided at Appendix-VI and should be sealed and duly superscribed as **“Financial bid for lease of the manufacturing, assembling and testing facilities of the Tractor Division available at Pinjore on an “As is where is” basis (“the Transaction”)”**.

Both the envelopes shall clearly indicate the name and address of the Bidder.

Sealed Envelope 1 and sealed Envelope 2 shall then be placed in a third envelope (**“Envelope 3”**), which shall be sealed and duly superscribed as **“Bid for lease of the manufacturing, assembling and testing facilities of the Tractor Division available at Pinjore on an “As is where is” basis (“the Transaction”)”** and shall clearly indicate the name and address of the Bidder.

2.4.4 The envelope shall be addressed to the following officer and shall be submitted at the following address:

ATTN. OF: **GENERAL TECHNICAL MANAGER (ABD)**
HMT Auxiliary Business Division,
ABD Building, HMT Main Road,
Jalahalli, Bengaluru 560013.

PHONE No. : **(080) -28381323 / 97401 90958**

2.4.5 Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be summarily rejected.

2.4.6 Receipt of Bid and the documents listed at Clause 2.4.2 of the RFP after the prescribed date and time specified at Clause 2.1.17 shall not be considered and the bid shall be summarily rejected.

2.4.7 The Bidder may modify, substitute or withdraw its bid after submission but prior to the Bid Due Date. No bid can be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date & Time.

2.4.8 Notwithstanding anything contained in this RFP, HMT reserves the sole right and discretion to reject any bid and to annul the bidding process and reject all bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event that HMT rejects or annuls all the bids, it may, in its discretion, invite all eligible Bidders to submit fresh bids hereunder. HMT reserves the right not to proceed with the Bidding process at any time, without notice or liability, or any consequences and to reject any bid without assigning any reasons.

2.4.9 The bids shall be valid for a period of not less than 120 (one hundred and twenty) days from the Bid Due Date. The validity of bids may be extended by mutual consent of the respective Bidders and HMT.

2.4.10 Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising HMT in relation to, or matters arising out of, or concerning the Bidding Process. HMT will treat all information, submitted as part of the bid, in confidence and will require all those who have access to such material to treat the same in confidence. Bidder may not divulge any information in regard to the transaction unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or HMT or as may be required by law or in connection with any legal process.

2.4.11 Save and except as provided in this RFP, HMT shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

2.5 OPENING AND EVALUATION OF BIDS

- 2.5.1** HMT shall open the Technical Bids received on date and time specified at Clause 2.1.17 in the presence of the Bidders or their authorized representatives who choose to attend.
- 2.5.2** HMT will subsequently examine and evaluate the Bids in accordance with the provisions set out in this section.
- 2.5.3** To facilitate evaluation of Bids, HMT may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.
- 2.5.4 Tests of responsiveness**
- 2.5.4.1 As a first step towards evaluation of Technical Bids, HMT shall determine whether each Technical Bid is responsive to the requirements of this RFP. A Technical Bid shall be considered responsive only if all the documents listed in clause 2.4.2 have been submitted by the bidder.
- 2.5.4.2 HMT reserves the right to reject any Technical Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by HMT in respect of such Bid.
- 2.5.5** Only those Bidders who meet the test of responsiveness as specified in Clause 2.5.4 above shall qualify for technical evaluation. Bids of those Bidders which do not meet the eligibility and qualification criteria specified in clause 2.3 shall be rejected.
- 2.5.6** HMT shall inform the venue and time of opening of the Financial Bids to the technically qualified Bidders through e-mail. HMT shall open the Financial Bids in the presence of the authorised representatives of the Bidders who may choose to attend.
- 2.5.7 Selection of Bidder**
- 2.5.7.1 Only those Financial Bids shall be evaluated that are submitted strictly as per the format provided at Appendix VI. Bidders may bid for one or more Transaction Category (specified in clause 2.1.6) as per his requirement and in the manner specified in the format provided at Appendix VI. The bid price submitted by the Bidder shall be assessed against the reserve price set by HMT. HMT shall decide one or more successful bidder(s) (hereinafter referred to as "Successful Bidder") in such a manner that the aggregate Lease Rental for all or any category is maximised (**Assessed Bid Price**).
- 2.5.7.2 In the event that, the Assessed Bid Price of two or more Bidders is the same (the "**Tie Bids**"), HMT shall identify the Selected Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend
- 2.5.7.3 In the event that the Highest Bidder is not selected for any reason, HMT shall annul the bidding process and invite fresh Bids. In the event that HMT rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Financial Bids hereunder.
- 2.5.7.4 A Letter of Acceptance (the "**LOA**") shall be issued by HMT to the Selected Bidder, in duplicate and the Selected Bidder shall, within 7(seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, HMT may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOA.

- 2.5.7.5 The Selected Bidder shall pay to HMT, the security deposit equivalent to 06 (six) months' Lease Rent within 07 (seven) days of receipt of acceptance of LOA by HMT.**
- 2.5.7.6 After acknowledgement of the LOA as aforesaid by the Selected Bidder, HMT shall issue offer of possession to the Selected Bidder and it shall cause the Bidder to execute the Agreement within the 15 days thereof. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Agreement.

2.6 PRE-BID CONFERENCE AND SITE VISIT

- 2.6.1** Pre-Bid conference of the Bidders shall be convened at the designated date, time and place. A maximum of two representatives of prospective Bidders shall be allowed to participate on production of authority letter from the Bidder.
- 2.6.2** During the course of Pre-Bid conference(s), the Bidders will be free to seek clarifications and make suggestions for consideration of HMT. HMT 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 Bidding Process.
- 2.6.3** Bidders shall be given opportunity to conduct the site visit and ascertain the site conditions, location, surroundings, climate, availability of power, water & other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them. Bidders are advised to visit the site and familiarise themselves with the Project with in the stipulated time of submission of the Bid. No extension of time is likely to be considered for submission of Bids. Bidders may kindly note that site visit can be undertaken on any working day upto Bid Due Date with prior intimation / seek any clarifications thru email to the concerned persons as below:

S. No	Particulars	Contact Person
1)	Site office, HMT COMPLEX PINJORE For queries related to site visit and details regarding factory premises: (Please mark copies of any email to the persons at (3) also)	Shri A. K. Bhatia, Dy. General Manager, Estate Email Id: estate@hmtlimited.com ashok8018@gmail.com Mobile No: 94663 90975 Shri. Raman Kaushal Executive Consultant (B), HMT Auxiliary Business Division, HMT Complex Pinjore, Email Id : ramankaushal.1962@gmail.com Mobile No.: 98963 92052
2)	TRANSACTION ADVISOR For queries related to Terms & Conditions / PIM, RFP & Agreement (Please mark copies of any email to the persons at (3) also)	Shri. Akhilesh Raina, Associate Vice president Resurgent India Limited Email Id : akhilesh.raina@resurgentindia.com Mobile : 87450 50509
3)	HMT CORPORATE OFFICE For queries related to NIT:	Shri. C. Patnaik, Chief Operating Executive (Corporate Affairs) Email id : cpatnaik@hmtlimited.com Mobile : 91080 22848 Shri. M.R.V.Raja, GTM (ABD) HMT Limited Email id : mravraja@hmtlimited.com Mobile : 94801 06000

- 2.6.4** It shall be deemed that by submitting a Bid, the Bidder has satisfied itself about all matters, things and information including matters referred to in this clause 2.6.3 necessary and required for submitting an informed bid and performance of all of its obligations thereunder.

SECTION 3: FORMATS AND APPENDICES

APPENDIX-I: LETTER COMPRISING THE TECHNICAL BID

(To be forwarded on the letter head of the Bidder)

General Technical Manager (ABD)
HMT Limited, Auxiliary Business Division,
, ABD Building,
HMT Main Road, Jalahalli,
Bengaluru– 560013

Subject: Bid for lease of manufacturing, assembling and testing facilities of the Tractor Division available at Pinjore on an “As is where is” basis (the “Transaction”).

Dear Sir,

With reference to your RFP document bearing Reference Number dated HMT/RFP/20-21/PINJORE dated 05.06.2020 and corrigendum if any, I/we, having examined the bidding documents and understood their contents, hereby submit my/our bid for the aforesaid mentioned Transaction i.e. bid for *lease of manufacturing, assembly and testing facilities of the Tractor Division available at Pinjore on “As is where is” basis (“Transaction”)*. The bid is unconditional and unqualified.

1. We acknowledge that HMT will be relying on the information provided in the bid and the documents accompanying the bid for selection of the lessee for the aforesaid Transaction, and we certify that all information provided in the bid along with the supporting documents are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the bid are true copies of their respective originals.
2. This statement is made for the express purpose of our selection as the lessee for the aforesaid Transaction.
3. We shall make available to HMT any additional information it may find necessary or require to supplement or authenticate the BID.
4. We acknowledge the sole right and discretion of HMT to reject our Bid without assigning any reason whatsoever
5. We certify that we have not been blacklisted or barred by any Agency of the Central Government, State Government, any Statutory Authority or any Public Sector Undertaking, as the case may be, from participating in any Bid.
6. We certify that in the last three years, we have not been barred from any contractual non-compliance and such bar does not exist from the date of submission of the bid.
7. We declare that:

- a) We have examined and have no reservations to the bidding documents, including any Addendum issued by the company; and
- b) We do not have any conflict of interest in accordance with Clauses 2.3.1 (a) of the RFP document; and
- c) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in respect of any tender or request for proposal issued by or any Agreement entered into with HMT or any other public sector enterprise or any government, Central or State; and
- d) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and
- e) The undertakings given by us along with the Bid in response to the RFP and information mentioned for the evaluation of the bid were true and correct as on the date of making the Bid and are also true and correct as on the Bid Due Date and I/we shall continue to abide by them.

For the purposes of this clause 6, the following terms shall have the meaning hereinafter respectively assigned to them:

- (a) "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official, Consultant or Advisor of HMT who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of HMT, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Transaction or the LOA or the Agreement, who at any time has been or is a legal, financial or technical or transactional adviser of HMT in relation to any matter concerning the Transaction;
- (b) "fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts;
- (c) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;
- (d) "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by HMT with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- (e) "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

In the event of being directly or indirectly engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in respect of the bidding

process, we are liable for any action being initiated by HMT against us including rejection of our Bid and forfeit of Bid security without giving any notice and blacklisting.

8. We understand that HMT may cancel the bidding process at any time and that HMT is neither bound to accept any bid that HMT may receive nor to invite the Bidders to bid for the Transaction, without incurring any liability to the Bidders, in accordance with Clause 2.4.9 of the RFP document.
9. We believe that we satisfy(s) the Net Worth criteria, Net Cash Accruals and meet the requirements as specified in the RFP document.
10. We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Transaction or which relates to a grave offence that outrages the moral sense of the community.
11. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
12. We further certify that no investigation by a regulatory authority is pending either against us or against our Key Managerial Personnel or any of our directors.
13. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by HMT in connection with the selection of the Bidder, or in connection with the bidding process itself, in respect of the Transaction.
14. In the event of my being declared as the Selected Bidder, I/we agree to enter into an Agreement in accordance with the draft that has been provided to me prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
15. We have studied RFP carefully. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the company or in respect of any matter arising out of or relating to the bidding process including the award of Agreement.
16. We offer a Bid Security of Rs. 10,00,000/- (Rupees ten lakh only) to the company in accordance with the RFP Document.
17. The Bid Security in the form of a Bank Guarantee / NEFT details is attached.
18. We agree and understand that the Bid is subject to the provisions of the bidding documents. In no case, we shall have any claim or right of whatsoever nature if the Transaction is not awarded to us or our bid is not opened or rejected.
19. The bid price has been quoted by us after taking into consideration all the terms and conditions stated in the RFP, draft Agreement, our own estimates of costs and after a careful assessment of the site and all other conditions that may affect the Transaction cost.
20. We agree and undertake to abide by all the terms and conditions of the RFP document and be severally liable for all the obligations of the lessee under the Agreement, in the event of being selected as the Lessee.

21. We shall keep this offer valid for 120 (one hundred and twenty) days from the Bid Due Date specified in the RFP.
22. We hereby submit our bid and offer a bid price as indicated in Financial Bid for undertaking the Transaction in accordance with the RFP and the Agreement.

We submit this bid under and in accordance with the terms of the RFP document.

Yours faithfully,

Date:

(Signature, name and designation
of the Authorised signatory)

Place:

Name & seal of Bidder

APPENDIX-II: POWER OF ATTORNEY FOR SIGNING OF BID

(To be executed on non-judicial stamp paper of value Rs. 100)

Know all men by these presents, We..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms (name), son/daughter/wife of and presently residing at, who is presently employed with us and holding the position of , as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the **lease of manufacturing, assembly and testing facilities of the Tractor Division available at Pinjore on an "As is where is" basis ("Transaction")** including but not limited to signing and submission of all applications, BIDs and other documents and writings, participate in Pre-BID and other conferences and providing information/ responses to HMT, representing us in all matters before the Company, signing and execution of all contracts including the agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Company in all matters in connection with or relating to or arising out of our bid for the said lease and/ or upon award thereof to us and/or until the entering into a Contract with the company.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 2.....

For

(Signature, name, designation and address)
of person authorized by Board Resolution
(in case of Firm/ Company)/ partner in case of
Partnership firm

Witnesses:

- 1.
- 2.

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

(Notarised)

Person identified by me/ personally appeared before me/

Attested/ Authenticated*

(*Notary to specify as applicable)

(Signature Name and Address of the Notary)

Seal of the Notary

Registration No. of the Notary

Date:.....

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.*

APPENDIX-III: DETAILS OF THE BIDDER

1. (a) Name:
(b) Country of incorporation:
(c) Address of the corporate headquarters and its branch office(s), if any, in India:
(d) Date of incorporation and/ or commencement of business:
2. Brief description of the Bidder including details of its main lines of business:
3. Details of individual(s) who will serve as the point of contact/communication for the Company:
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone Number:
 - (f) E-Mail Address:
 - (g) Fax Number:
4. Particulars of the Authorised Signatory of the Bidder:
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Phone Number:
 - (e) Fax Number:
 - (f) Class III Digital Signature Certificate ID number
5. A statement by the Bidder (where applicable) disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the **last 2 years including the amount involved**:

(Name and signature of Authorized Signatory)

(IBs' name)

(IBs' Address)

APPENDIX-IV: DECLARATION

(To be forwarded on the letter head of the Bidder)

DECLARATION

1. We hereby declare that, we have read and gone through the PIM and all the terms and conditions contained in the RFP bearing reference No HMT/RFP/20-21/PINJOREDt05.06.2020 and corrigendum if any before submitting the bid.
2. We are furnishing all the information as required to the best of our knowledge and ability.
3. In case, HMT finds at a later date that any of the information furnished by us is false, we are liable for any action being initiated by HMT against us including rejection of our bid and forfeit of bid security without giving any notice and / or black listing.
4. By submitting the bids, we accept all the terms and conditions as mentioned in the RFP and Draft Lease Agreement unconditionally.
5. We declare that the validity of the offer is for a minimum period of 120 days from the bid due date specified in the RFP.
6. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by HMT and/or the Government of India in connection with the selection of the Lessee or in connection with the Bidding / Selection Process itself.
7. We agree and understand that the Bid is subject to the provisions of the RFP document. In no case, shall we have any claim or right of whatsoever nature if the transaction is not awarded to us or our bid is not opened or rejected for any reason whatsoever.
8. In the event of us being selected as the Lessee, we agree and undertake to perform all the obligations in accordance with the provisions of the RFP / Lease Agreement in a timely manner.
9. We solemnly declare that we or our Director(s) or Key Managerial Personnel are not convicted by any court of law or are indicted or have received any adverse order from regulatory authority relating to a grave offence with regard to matters other than the security and integrity of the country.

Grave offence for this purpose shall be an offence which is of such nature that outrages the moral sense of the community and shall include:

- a) SEBI orders which directly relate to "Fraud" as defined in the SEBI Act, 1992 and/or any of the regulations, rules, circulars, notifications, etc. made thereunder.
 - b) SEBI orders on the IB casting doubt on the ability of the IB to manage the Lease of manufacturing, assembling and testing facilities of tractor division of HMT Limited.
 - c) Any conviction by a court of law
 - d) In case of SEBI's order of prosecution, disqualification will arise only on conviction by court of law.
10. We certify that in the last five years, we have not been barred from contractual non-compliance and such bar does not exist from the date of submission of the bid.
 11. We certify that we have not been blacklisted or barred by any Agency of the Central Government. State Government. Any Statutory Authority or any Public Sector Undertaking. as the case may be. from participating in any Bid.
 12. We further declare that we, our promoters / Directors or Key Managerial Personnel have not been issued a charge sheet by any Government Authority or convicted by a court of law for any offence with regard to matters relating to the security and integrity of the country.

13. We further declare that we, our Director(s) or Key Managerial Personnel are not under any investigation pending before any regulatory authority or other authority.
14. We declare that complete information as required is provided in our bid.

(Name and signature of Authorized Signatory)

(IBs' name)

(IBs' Address)

APPENDIX-V: BANK GUARANTEE FOR BID SECURITY

B.G. No. Dated:

1. In consideration of you, HMT Limited , having its registered office at no 32, Bellary Road, Bengaluru Karnataka 560032, (hereinafter referred to as the “HMT”, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of (a Company registered under Companies Act, 1956/2013) or Limited Liability Partnership under the Limited Liability Partnership Act 2008 and having its registered office at (hereinafter referred to as the “Bidder” which expression shall unless it be repugnant to the subject or context thereof include its/ legal representatives, their executors administrators, successors and permitted assigns), for the *lease of manufacturing, assembling and testing facilities of the Tractor Division available at Pinjore on an “As is where is” basis* (hereinafter referred to as “Transaction”) pursuant to the RFP Document dated 05.06.2020 and other related documents including without limitation the draft Agreement (hereinafter collectively referred to as “Bidding Documents”), we _____(Name of the Bank) having our registered office at and one of its branches at (hereinafter referred to as the “Bank”), at the request of the Bidder, do hereby in terms of Clause 2.1.4 of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to HMT an amount of **Rs. 10,00,000/- (Rupees ten lakh only)** (hereinafter referred to as the “Guarantee”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.
2. Any such written demand made by HMT stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of HMT is disputed by the Bidder or not, merely on the first demand from HMT stating that the amount claimed is due to HMT by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its bid open during the bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding **Rs. 10,00,000/- (Rupees ten lakh only)**.
4. This Guarantee shall be irrevocable and remain in full force for a period of 120 (one hundred and twenty) days from the Bid Due Date and a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between HMT and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
5. We, the Bank, further agree that HMT shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its bid open during the bid validity period set forth in the said Bidding Documents, and the decision of HMT that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between HMT and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.

6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
7. In order to give full effect to this Guarantee, HMT shall be entitled to treat the Bank as the principal debtor. HMT shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the bid validity period or the period for conveying acceptance of Letter of Acceptance by the Bidder or the period for fulfillment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to HMT, and the Bank shall not be released from its liability under these presents by any exercise by HMT of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of HMT or any indulgence by HMT to the said Bidder or by any change in the constitution of HMT or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
9. We undertake to make the payment on receipt of your notice of claim on us addressed to name of Bank along with branch address and delivered at our above branch who shall be deemed to have been duly authorized to receive the said notice of claim.
10. It shall not be necessary for HMT to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which HMT may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.
11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of HMT in writing.
12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.
13. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs **10,00,000/- (Rupees ten lakh only)**. The Bank shall be liable to pay the said amount or any part thereof only if HMT serves a written claim on the Bank on or before *** (indicate date falling 180 days after the Bid Due Date).

Signed and Delivered by

Bank

By the hand of Mr./Ms, its..... and authorised official.

(Signature of the Authorised Signatory) (Official Seal)

APPENDIX-VI: LETTER COMPRISING THE FINANCIAL BID

(To be forwarded on the letter head of the Bidder)

General Technical Manager (ABD)
HMT Limited, Auxiliary Business Division,
HMT Main Road,
Jalhalli,
Bengaluru– 560013

Subject: *Lease of manufacturing, assembling and testing facilities of the Tractor Division available at Pinjore on an “As is where is” basis (“Transaction”).*

Dear Sir,

With reference to your RFP document bearings Reference No. HMT/RFP/20-21/PINJORE dated 05.06.2020 and corrigendum if any I/we, having examined the bidding documents and understood their contents, hereby submit my/our bid for the Transaction.

1. We acknowledge that HMT will be relying on the information provided in the bid and the documents accompanying the bid for selection of the lessee for the aforesaid lease of manufacturing, assembling and testing facilities of tractor division of HMT Limited, and we certify that all information provided in the bid are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the bid are true copies of their respective originals.
2. The Lease Rental has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Agreement, our own estimates of costs and after a careful assessment of the site and all own the conditions that may affect the project cost and implementation of the Transaction cost.
3. We acknowledge the right of HMT to reject our bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
4. In the event of our being declared as the Selected Bidder, we agree to enter into an Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
5. We shall keep this offer valid for 120 (one hundred and twenty) days from the Bid Due Date specified in the RFP.
6. We acknowledge that the Lease Rental quoted is exclusive of any applicable taxes.
7. We hereby submit our Bid for the subject Transaction in accordance with the Bidding documents and the Agreement as follows:

S. No.	Transaction Category	Category Symbol
1.	Factory area (Covered and open) with Plant, Machinery and equipment in factory area (23.86 Acres)*	A
2.	R&D area (Covered and open) with all machinery and equipment in R&D area (19.4 Acres)*	B

* Subject to actual measurement in Joint survey

S. No.	Bid for Category	Monthly Lease Rental applicable for the first year (INR)	
		In figures	In Words
1.	A Only		
2.	B Only		
3.	A & B together		

Yours faithfully,

Date:

(Signature, name and designation of the Bidder)

Place:

(Authorised Signatory)

Name & seal of Bidder

SECTION 4: DRAFT AGREEMENT

This lease agreement ("**Agreement**") is executed at [●], India on this [●] day of [●] 2019 ("**Execution Date**")

BY AND BETWEEN

HMT Ltd, having its registered office at HMT Bhavan, #59, Bellary Road, Bangalore-560032(hereinafter referred to as the "**Lessor**", which expression shall, unless contrary to or repugnant to the context or meaning thereof, mean and include its legal representatives, successors and permitted assigns) of the **One Part**;

AND

[●], a [private / public] company incorporated under the Companies Act, 1956/2013 or a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008 and having its registered office at [●] (hereinafter referred to as the "**Lessee**", which expression shall unless repugnant to the context or meaning thereof, mean and include its legal representatives, successors and permitted assigns) of the **Other Part**.

The Lessor and the Lessee are hereinafter collectively referred to as the "**Parties**" and individually as the "**Party**", as the context may require.

WHEREAS:

- A. The Lessor is owner of the property situated at Pinjore, Haryana, on which the manufacturing, assembling and testing facilities of the Tractor Division of HMT Ltd. are set up; ("**Land**")
- B. The Lessor has constructed integrated manufacturing, assembling and testing facilities on the said Land ("**Facilities**"), in accordance with the approved sanction plans, applicable laws, bye-laws, rules and regulations.
- C. The Land and the Facilities shall collectively be referred to as the "**Demised Premises**" and more fully described in **First Schedule** hereto.
- D. The Lessor had also installed certain plants, machinery and R&D equipment in the Facilities, as more specifically described in **Second Schedule** hereto ("**Equipment**").
- E. The Lessor 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 and has set up various manufacturing units across the country for manufacture of its diverse product range. To meet the emerging needs of the capital goods sector, the Lessor decided to keep its prime focus on its core business of Machine Tools and shelve its operations of manufacture of Tractors. In this direction, it received the Government's approval for closure of operations of Tractor Division of HMT Ltd., Pinjore and decided to lease out the Demised Premises and Equipment available at its Tractor Division, Pinjore.
- F. In line with the Government's and Board's approval, the Lessor had issued public notice dated _____ inviting sealed tenders in two bid system (Technical & Price) for lease out the manufacturing, assembling and testing facilities of HMT Tractor Division available at Pinjore on long term tenure on an "As is where is" basis (the "**Transaction**").

- G. The Lessor had also uploaded the Request for Proposal (“RFP”) containing eligibility criteria, technical and commercial terms and conditions for the purpose of the said Transaction on the websites www.hmtindia.com on _____ with the reference no. HMT/RFP/2020-21/Pinjore/dated 5.6.2020.
- H. The Lessee is *inter alia* engaged in the business of _____ and is desirous of taking on lease the Demised Premises on an “as is where is basis” on long term tenure, together with the Equipment from the Lessor together with the right for the Lessee, its servants, employees, customers and all other persons authorized by the Lessee to use, which shall include but not be limited to roads, pathways, common entrances, doorways, passages for ingress and egress of the Demised Premises and other open spaces in the Demised Premises, accessible to the public.
- I. The Lessee has physically inspected the Demised Premises and the Equipment and has satisfied itself about the super built-up area and the covered area of the Demised Premises confirmed that upon visual inspection, the Demised Premises appear to be in good order and repair and the Lessee in its bid dated _____ has agreed to the terms and conditions as set forth in the RFP and this Agreement, draft of which was set out in the RFP document.
- J. The Lessor has received bid from _____ and after evaluating all the bids, the Lessor has accepted the bid of the Lessee and issued the Letter of Acceptance vide letter no. _____ dated _____ (“LOA”) to the Lessee.
- K. The Lessee confirms that it is executing this Agreement with full knowledge of all the Laws, bye-laws, rules, regulations, notifications etc. which are applicable to the Demised Premises for operating of the Facilities.
- L. The Lessor has confirmed, represented, warranted and covenanted, as specified in this Agreement and relying upon such confirmations, representations, warranties and covenants of the Lessor, the Lessee has agreed to take on lease the Demised Premises and the Equipment on the terms and conditions set out in this Agreement.
- M. The Parties have agreed to execute and register this Agreement to record the terms and conditions governing lease of the Demised Premises to the Lessee.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, representations, warranties and indemnities set forth in this Agreement, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged by the Parties, the Parties hereby agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 DEFINITIONS

In this Agreement, (i) capitalised terms defined by inclusion in quotations and / or parenthesis shall have the meanings so ascribed; and (ii) the following terms shall have the following meanings assigned to them herein below:

“Anti-Money Laundering Laws” means those laws, regulations and sanctions that (a) limit the use of and/or seek the forfeiture of proceeds from illegal transactions; (b) limit commercial transactions with designated countries or individuals believed to be terrorists, narcotics dealers, supporters of weapons proliferation or otherwise engaged in activities contrary to the interests of India, or any other countries; or (c) are designed to disrupt the flow of funds to terrorist organizations;

“Business Day” means any day other than a Saturday, Sunday and public holidays on which the commercial banks are open for general business in India;

“Claim” includes any notice, demand, assessment, letter or other document issued or action taken by any tax, fiscal or other statutory or Governmental Authority, or by any third party whereby the Party against which such claim has been made is or may be placed or sought to be placed under a liability to make a payment or deprived of any monetary relief, allowance, credit or repayment otherwise available;

“Demised Premises” shall have the meaning ascribed to this term in Recital C of this Agreement;

“Disqualification” shall mean the Disqualifications as defined in the EOI and RFP and “Disqualified” and “Disqualify” shall be construed accordingly.

“Dispute” shall have the meaning ascribed to this term in Clause 17.2.1 of this Agreement;

“Effective Date” means the date on which the Parties execute this Agreement;

“Equipment” shall have the meaning ascribed to this term in Recital D of this Agreement;

“Facilities” shall have the meaning ascribed to this term in Recital B of this Agreement;

“Force Majeure Event” shall have the meaning ascribed to such term in Clause 0 of this Agreement;

“Government” means any federal, state, provincial or local government, in any jurisdiction, or any agency, bureau, board, commission, department, or instrumentality thereof, including the President of India, the Government of India, the Governor and the government of any state or any other political subdivision in India, any ministry or department of the same and any local or other authority exercising powers conferred by law, and the term **“Governmental Authority”** shall be construed accordingly;

“Interest Free Period” shall have the meaning ascribed to such term in Clause 6.v of this Agreement;

“Land” shall have the meaning ascribed to this term in Recital A of this Agreement;

“Lease Commencement Date” shall have the meaning ascribed to this term in Clause 4 of this Agreement;

“Lease Rent” shall be the monthly rent payable towards the lease of the Demised Premises and Equipment;

“Lease Term” means 30 (thirty) years from the Lease Commencement Date;

“Lock-in Period” shall have the meaning ascribed to this term in Clause 5.2 of this Agreement;

“Losses” includes all direct and actual losses, Claims, reasonable costs, and damages (whether absolute, accrued, conditional or otherwise and whether or not resulting from third party Claims), liabilities (including statutory liabilities), actions, judgment, assessments, tax, costs and expenses including without limitation interests and penalties with respect thereto;

“Modifications” shall have the meaning ascribed to this term in Clause 3.4 of this Agreement;

"Person" includes any individual, sole proprietorship, partnership, unincorporated association, unincorporated syndicate, unincorporated organisation, trust; company, body corporate, and a natural person in his capacity as trustee, executor, administrator, or other legal representative;

"Restricted Person" means any Person who, because of such Person's known bad character, criminal conduct or criminal associations or status on any "restricted" or "prohibited" list, including without limitation those restricted party lists maintained by any Government Authority, has caused the Lessee or any of its affiliates, regulatory issues or detriments with respect to and/or under the Anti-Money Laundering Laws, Anti-Corruption Laws, gaming, liquor, anti-terrorism or other such regulations;

"RFP" means the Request for Proposal, bearing reference No._____ dated [●] in relation to the proposed lease of manufacturing, assembling and testing facilities of the Lessor;

"TDS" shall have the meaning ascribed to this term in Clause 6.iii of this Agreement;

1.2 INTERPRETATION

- 1.2.1 references to the Parties include their respective permitted assignees and/or the respective successors in title to substantially the whole of their respective undertakings and, in the case of individuals, to their respective estates and personal representatives;
- 1.2.2 the Schedules and Annexures to this Agreement form integral part of this Agreement and will be in full force and effect as though they were expressly set out in the body of this Agreement;
- 1.2.3 reference to this Agreement includes any recitals, Clauses, Schedules, Annexures and appendices to it and references to recitals, Clauses, Schedules, Annexures and appendices are to recitals, Clauses of, Schedules, Annexures and appendices, to this Agreement;
- 1.2.4 headings and titles have been used in this Agreement for convenience and shall not be deemed part hereof or be taken into consideration in the interpretation or construction of the Agreement;
- 1.2.5 a reference to an agreement or contract includes a reference to such agreement or contract as amended, supplemented, novated, assigned or modified from time to time;
- 1.2.6 a reference to a statute or a statutory provision includes a reference to any orders, regulations or other subordinate legislation made thereunder from time to time and references to any statute, provision, order or regulation include references to that statute, provision, order or regulation as amended, modified, re-enacted or replaced from time to time;
- 1.2.7 the foregoing recitals (contained above in this Agreement) are adopted by the Parties as being true and accurate statements, and are hereby incorporated as binding representations of this Agreement;
- 1.2.8 words denoting the singular shall include the plural and vice versa and words denoting any gender shall include all genders; and
- 1.2.9 the words "including" and "*Inter alia*" shall be deemed to be followed by "without limitation" or "but not limited to" whether or not those words are followed by such phrases or words of like import.

2. GRANT OF LEASE

In consideration of the Lease Rent agreed and payable by the Lessee to the Lessor in a timely manner and subject to compliance with Clauses 6 and 12 of this Agreement by the Lessee, the Lessor hereby grants to the Lessee, the lease of the Demised Premises and Equipment for the Lease Term, as more particularly detailed in the **First and Second Schedule** of this Agreement and delineated on the plan in relation to the entire Demised Premises annexed hereto and marked as **Annexure A**, on the terms and conditions set out in this Agreement.

3. DEMISED PREMISES AND EQUIPMENTS

- 3.1** On and with effect from the Lease Commencement Date, the Lessor has handed over the vacant, peaceful and physical possession of the Demised Premises to the Lessee, on an “as is where is” basis. The condition in which the Demised Premises is handed over to the Lessee and the facilities to be provided to the Lessee are more specifically described in the **First Schedule**.
- 3.2** On and with effect from the Lease Commencement Date, the Lessor will deliver physical possession of the Equipment to the Lessee. The condition and quantity in which the Equipment are handed over to the Lessee and the facilities to be provided to the Lessee are more specifically described in **Second Schedule**.
- 3.3** On and with effect from the Lease Commencement Date, along with the Demised Premises and Equipment, the Lessee shall also have the right to use the existing office infrastructure, furniture and fixtures of the Lessor for the purposes of their day to day operations, until such time that the Lessee independently purchases or leases such infrastructure and support. The Lessor agrees and acknowledges that the rent towards usage of such facilities is considered subsumed within the Lease Rent.
- 3.4** Upon the prior written approval from the Lessor, which approval must not be unreasonably withheld by the Lessor, the Lessee shall be entitled to carry out, either directly or through agents, representatives, authorized officers, independent contractors and / or agencies authorised by the Lessee, modifications in relation to the machinery layout etc. at the Demised Premises (“**Modifications**”) at its own costs, charges, expenses, risk and responsibility.
- 3.5** The Parties agree that for carrying out the Modifications on the Demised Premises, the agents, representatives, authorized officers, independent contractors and/or agencies authorised by the Lessee, shall be fully entitled to enter into and install and affix at the Demised Premises, the internal fit-outs, wiring, cabling, furniture, electrical and other fixtures, machinery, etc., as may be required by the Lessee. The Modification shall be carried out by the Lessee in co-ordination and consultation with the Lessor, at the Lessee’s cost.
- 3.6** The Lessor acknowledges and agrees that the Lessee shall be entitled to carry out such structural changes and construct such additional structures (“**Additional Constructions**”) on the demised premises as it may deem fit subject to obtaining requisite permissions and approval from the relevant statutory authorities including municipal, pollution control, fire and safety authorities etc. and the prior written approval from the Lessor. The Licensee shall be liable arrange insurance policy for such Additional Constructions solely at its own cost.

- 3.7** The Parties agree that if at any time during the Lease Term, the Lessor is desirous of selling the Demised Premises, the Parties shall in good faith use best efforts to negotiate the terms of such sale by the Lessor. However, the final decision with respect to such sale shall rest with the Lessor
- 3.8** In the event the Demised Premises are rendered unfit for use due to (i) any change in applicable law; and/or (ii) any structural damage to the Facilities due to the Force Majeure Event, the Parties shall take commercial best efforts to discuss the remedies and the cost sharing in this regard.
- 3.9** The Demised Premises are given on Lease on “As is where is” basis and the Lessor shall not be responsible for any repair, maintenance, renovation etc., during the currency of this Agreement.
- 3.10** The Lessee shall use the Demised Premises only for the industrial purposes and in case part of the Demised Premises is required to be used for any purpose other than industrial, the Lease Rental for such part of Demised Premises shall be renegotiated to include premium on Lease Rental arising out of difference between industrial use and such other use and fresh Agreement shall be entered into between the Parties.

4. LEASE COMMENCEMENT DATE

The lease of the Demised Premises and the Equipment granted to the Lessee under this Agreement shall commence from [●] (“**Lease Commencement Date**”), which date shall not be prior to the Effective Date.

5. TERM OF THE LEASE, LOCK-IN PERIOD AND RENEWAL

5.1 TERM OF THE LEASE

The tenure of the lease granted by the Lessor to the Lessee under this Agreement shall be for the Lease Term commencing from the Lease Commencement Date, unless terminated in accordance with Clause 13.1. In the event this Agreement is terminated in accordance with Clause 13.1, the Lessee will hand over the vacant, peaceful and physical possession of the Demised Premises immediately upon the termination of this Agreement.

5.2 LOCK-IN PERIOD

The Parties agree that during the Lease Term, commencing from the Lease Commencement Date and expiring on [●[§]] (“**Lock-in Period**”), neither Party shall terminate the Agreement except where there is a default by the Lessee.

6. LEASE RENT, ESCALATION AND PAYMENT TERMS

The Lessee shall pay to the Lessor the Lease Rent for the Lease Term in the manner set out below.

6.1 PAYMENT TERMS

- i. The Parties agree that the Lease Rent will be payable in advance by the Lessee, on the first calendar day of each month during the Lease Term, without any delay or default on the part of the Lessee.

[§]Insert date being 03 (three) years from Lease Commencement Date.

However the payment of first lease rent shall not commence until 06 (six) month have relapsed from the date of issue of offer of possession by HMT to the lessee or actual possession date which ever is earlier. (moratorium period. In case the first Lease Rent is to be paid for part of any month, it shall be paid on pro-rata basis considering 30 (thirty) days in that month.

- ii. Subject to Clause i above, the Lessee shall pay directly to the Lessor the Lease Rent and all other charges payable by the Lessee by way of a single wire transfer to the account so designated by the Lessor. The particulars of the designated account as under:

HMT Limited
 Bank: Punjab National Bank,
 Branch: HMT Pinjore,
 Address: HMT Complex, Pinjore 1341001
 A/c No.: 2939002100000736
 IFSC Code: PUNB0293900

- iii. The Lease Rent payable by the Lessee, in terms of Clauses i and ii above, shall be subject to deduction of tax at source (calculated in accordance with the prevailing rates) as per the Income Tax Act, 1961 (“TDS”). The Lessee shall pay the TDS to the concerned tax authorities within the prescribed period and issue the tax deduction certificate(s) to the Lessor and shall keep the Lessor indemnified against non-payment of the same. In the event a lower TDS exemption is obtained by the Lessor, as per applicable laws, the Lessor shall furnish a copy of the certificate obtained from the tax authority, granting such exemption, to the Lessee and upon the Lessor furnishing such certificate, the Lessee shall deduct TDS at such lower rates.
- iv. The Lessee shall, in addition to the Lease Rent, pay the goods and service tax and any other applicable taxes, as may be levied by any Governmental Authority, court and/or tribunal from time to time, with respect to lease of the Demised Premises under this Agreement. The Parties agree that the Lessor will not be liable in any manner whatsoever for payment or non-payment of the goods and service tax and other applicable taxes in connection with the lease of the Demised Premises, payable by the Lessee, and the Lessee shall during the Lease Term, keep the Lessor fully indemnified and harmless in respect thereof.
- v. Subject to Clause i above, in the event the Lessee does not make the payment of the Lease Rent by the fifteenth calendar day of each month (“**Interest Free Period**”), the Lessee shall pay the Lease Rent together with interest simple interest computed at **18% (eighteen percent)** per annum, which shall be payable from the expiry of the Interest Free Period until the date on which such payment gets credited to the account of the Lessor.
- vi. Notwithstanding Clause 5.2 above, if the Lessee fails to pay the Lease Rent for a period more than 30 (thirty) days from the expiry of the Interest Free Period, then the Lessor may, at its sole discretion, terminate this Agreement, provided however that on expiry of the aforesaid 30 (thirty) days, the Lessor has given a 30 (thirty) days’ written notice demanding payment of such unpaid Lease Rent, service tax and maintenance charges to the Lessee. If the Lessee, even upon expiry of the said notice period of 30 (thirty) days, fails to pay the unpaid Lease Rent, goods and service tax Act and maintenance charges then the Lessor may without prejudice to the other rights as available under this Agreement and under law, claims and remedies, immediately enter upon and resume possession of the Demised Premises in accordance with applicable laws, without any further notice.

- vii. Lease Rent payable by the Lessee shall be subject to an annual increase of 5% (five percent) compounded annually[§] from the due date of first payment of Lease Rent.

6.2 REPLACEMENT OF LEASED EQUIPMENT

During the course of the Lease Term, if the Lessee replaces any leased Equipment due to reasons of wear or tear or such leased Equipment being rendered obsolete, the Lessee shall return the lease Equipment to the Lessor. However, it is agreed between the Parties that in such an event, there shall be no in change in the Lease Rent.

7. STAMP DUTY AND REGISTRATION

This Agreement shall be registered with the appropriate authority having jurisdiction in the matter. The Parties agree that the cost of stamp duty and registration fee for the same shall be solely borne by the Lessee. The Parties shall be responsible to bear and pay for their respective legal and other incidental charges/costs for the purpose of execution and registration of the present Agreement.

8. MAINTENANCE AND OTHER FACILITIES

- 8.1 The Lessee shall be liable to pay for the use of electricity at the Demised Premises as per the periodic invoices. The monthly power consumption charges including charges of the Lessee's internal consumptions, shall be payable (as per the meter reading) by the Lessee to the Lessor, the per unit rate of power and/or diesel prices. All bills for power consumed in the Demised Premises, on the basis of the sub-meter readings shall be paid by the Lessee to Lessor directly. It is hereby clarified that all deposits to the local electricity supplier and other concerned authorities for the supply power to the Demised Premises shall be paid by the Lessor only.
- 8.2 The Lessor shall not be liable for any failure in providing the facilities/services referred to in this Clause 8, due to equipment failure, power failure or for any technical failure beyond its reasonable control.

9. SHARING OF DEMISED PREMISES, SIGNAGE AND USE OF ADDRESS

- 9.1 **LESSOR'S REGISTERED OFFICE:** The Lessee hereby acknowledges that the Lessor shall have the right to continue using a designated space within the Demised Premises for the purposes of its day to day business operations, and for the purposes of having the registered office of the Lessor or certain of its group companies. The Lessee has agreed to allow use of such area by the Lessor, along with ancillary maintenance services and electricity supply, at no extra charge to the Lessor. It is clarified that the Lessor will be entitled to use the postal address of the Demised Premises, including on the Lessor's official correspondence, letter heads, note paper and in electronic/ print media.
- 9.2 It is clarified that the Lessee will be entitled to use the postal address of the Demised Premises, including on the Lessee's official correspondence, letter heads, note paper and in the electronic/ print media.

[§] For avoidance of doubt, if the Lease Rent for the first year is Rs. 100 then the Lease rent for second year shall be Rs. 105 (100+5% of 100) and for third year shall be Rs. 110.25 (105+5% of 105)

10. SUBSEQUENT TRANSFER

During the Lease Term, the Lessee cannot, without the prior written consent of the Lessor, sell, assign, transfer, mortgage, or charge its rights in the Demised Premises and the Equipment as a whole or in part or parts thereof to any other person.

11.LESSOR’S REPRESENTATIONS, WARRANTIES AND COVENANTS

The Lessor hereby represents and warrants to the Lessee that:

- 11.1 It has the absolute ownership rights in perpetuity on the Demised Premises.
- 11.2 the rights and interests of the Lessor to the Demised Premises are clear and are free from any liens or attachments which may affect the peaceful and unhindered use and occupation of the Demised Premises by the Lessee;
- 11.3 the Facilities were constructed in compliance with all applicable laws, and all applicable approvals, as may be required by the Lessor to operate the Facilities, have been duly obtained by the Lessor from the relevant Governmental Authority, and are valid and subsisting as of the date of this Agreement, and the Lessor is in compliance with all terms and conditions of all such applicable Approvals.
- 11.4 the Lessor has not leased, mortgaged or charged its rights in the Demised Premises or the Equipment to any third person as on the date of execution of this Agreement;
- 11.5 neither the execution and delivery of the Agreement nor the consummation of the transactions contemplated hereunder will: (i) violate any applicable law or other restriction of any Governmental Authority, court and/or tribunal, to which the Lessor is subject to; or (ii) violate any provision of the articles or association and memorandum of association of the Lessor; or (iii) result in the imposition of any encumbrance on the Demised Premises, which, in turn, would materially and adversely impact or delay the ability of the Lessor to enter into and perform its obligations under this Agreement (including the lease of the Demised Premises).
- 11.6 As long as the Lessee pays the Lease Rent as provided in this Agreement, the Lessee shall be entitled to peaceful possession and enjoyment of the Demised Premises and Equipment during the Lease Term without any let or interruption by the Lessor.

12.LESSEE’S REPRESENTATIONS, WARRANTIES, COVENANTS AND INDEMNITIES

The Lessee hereby represents, warrants and covenants with the Lessor that:

- 12.1 The Lessee has all necessary corporate power, authority and capacity (corporate and financial) to enter into this Agreement and to carry out its obligations under this Agreement.
- 12.2 The execution and delivery of this Agreement and the consummation of the transaction contemplated under this Agreement have been duly authorized by all necessary corporate action of the Lessee.
- 12.3 This Agreement constitutes a valid and binding obligation of the Lessee enforceable against each in accordance with the terms hereof, subject, however, to limitations with respect to enforcement imposed by law in connection with bankruptcy or similar proceedings and to the extent that equitable

remedies as specific performance and injunction are in the discretion of the court from which they are sought.

- 12.4 The Lessee is not a party to, bound or affected by or subject to any indenture, mortgage, lease, agreement, instrument, charter or by-law provision, statute, regulation, order, judgment, decree, license, permit or law which would be violated, contravened or breached by, or under which any default would occur, or an encumbrance would be created, as a result of the execution, delivery and performance by it of this Agreement or any of its terms.
- 12.5 There is no suit, action, litigation, investigation, claim, complaint or proceeding in progress or pending or threatened against or relating to the Lessee, which, if determined adversely to the Lessee, could prevent the Lessee from fulfilling any or all of its obligations set out in this Agreement or arising from this Agreement; or making payment of the Lease Rent; and neither the Lessee has knowledge of any existing ground on which any such action, suit, litigation or proceeding might be commenced with any reasonable likelihood of success.
- 12.6 The Lessee has not suffered or is not subject to an event of bankruptcy.
- 12.7 Neither Lessee nor any of its affiliates, its officers, directors, employees, agents and other persons ("**Covered Persons**") acting on its behalf have done or will do any act that would be in violation of the, the India Prevention of Corruption Act, 1988, as amended, or any other anti-corruption or anti-bribery laws or regulations applicable to either of them (collectively, the "**Anti-Corruption Laws**"). There is no investigation of, or request for information from, by law enforcement officials regarding a violation or potential violation of any of the Anti-Corruption Laws.
- 12.8 No Covered Person is an individual or entity that is, or is owned or controlled by (directly or indirectly), a Restricted Person, or has or is engaged in any activities which would result in a violation of any provision of any of the Anti-Money Laundering Laws.
- 12.9 The Lessee is not Disqualified or likely to be Disqualified in terms of the EOI and the RFP. No event or circumstance exists which has or shall Disqualify the Lessee in terms of the EOI and the RFP.
- 12.10 No information or document provided by the Lessee to HMT during the competitive bidding process conducted by and on behalf of HMT or thereafter, is or is likely to be untrue, incomplete, withdrawn, not in effect, not valid or not binding.
- 12.11 Subject to the terms of this Agreement, it shall have the right to carry on and improve the Demised Premises and make non-structural alterations therein, at its sole cost and expenses, provided that it shall not damage the Demised Premises and the Equipment's in any manner, except usual wear and tear which occurs in the normal course of business, and it shall carry out all minor repairs in the Demised Premises, such as repairing leakage in water taps, defects in electrical fuse, etc., at its sole cost and expenses;
- 12.12 it shall not make any structural changes including removal of load bearing walls without the written consent of the Lessor. In the event there occurs any structural damage to the Demised Premises due to any act attributable to the Lessee or its employees, representatives or agents / contractors, etc., the Lessee shall repair such structural damages at its sole cost and expenses;
- 12.13 it shall pay, during the Lease Term, the Lease Rent, goods and service tax and all bills for electricity as per Clause 8.1 above and all other applicable charges in accordance with this Lease;

- 12.14 it shall pay all applicable taxes (except property tax and other taxes required to be paid by the Lessor as per Applicable Laws), levies or charges imposed or assessed by relevant Governmental Authorities, court and/or tribunal in respect of the Lessee's business, trade or profession in the Demised Premises or arising out of any misuse or abuse of the Demised Premises;
- 12.15 it shall obtain adequate insurance coverage including third party coverage of all interior works, renovations, furniture, equipment and/or other items kept or stored in the Demised Premises and each of the Equipment at its own cost and make timely payments of all insurance premiums with respect to the same;
- 12.16 it shall permit the Lessor and its representatives and their authorized agents to enter upon the Demised Premises, at reasonable times by giving at least 24 (twenty four) hours advance notice with reasons in writing to the Lessee for the purpose of inspection, which may include inspecting the Demised Premises for repairs or inspecting the state and condition of the Demised Premises, without tampering with the business of the Lessee in any way;
- 12.17 it shall not act in contravention of any covenant of this Agreement and shall abide by all such laws, rules, bye-laws and regulations of the relevant Governmental Authority, court and/or tribunal as applicable from time to time;
- 12.18 it shall not store in the Demised Premises any material/ item, which is hazardous, explosive and combustible in nature or otherwise prohibited or which may cause damage to or endanger the safety of the Demised Premises, the Equipment and its immediate surrounding land, except what is required in the course of ordinary business of the Lessee;
- 12.19 it shall not do any unlawful, illegal and/or prohibited activities in the Demised Premises or use the Equipment's in any manner which is not in accordance with applicable law or is harmful to any person;
- 12.20 while in possession of the Demised Premises, it shall not alter or redesign the structure of the Demised Premises, including the façade or undertake any structural changes/ alterations to the Demised Premises, except with the prior written approval of the Lessor;
- 12.21 it agrees that the Lessor shall not be responsible to any employee, servant, agent or representative of the Lessee on any account or for any reason and for any injury/accident/incident occurred within the Demised Premises, which is not related to any act or omission to act by the Lessor;
- 12.22 it shall be responsible for complying with all applicable rules, regulations, provisions, acts, statutes applicable to it for the purpose of operating to its business and shall be responsible and liable for any consequences arising therefrom of whatsoever nature;
- 12.23 it shall have the right to renovate the Demised Premises and maintain the furniture, fixtures and fittings, air conditioners, electrical appliances, telephone connections and other similar fixtures and/or equipment in the Demised Premises solely at its own cost. The Lessee shall also be entitled to remove the same upon vacating the Demised Premises; and
- 12.24 the Lessee agrees to indemnify, keep indemnified and hold harmless, the Lessor from and against all Losses (save and except indirect losses, cost or damages) due to any Government action, proceedings or litigation or any act attributable to the Lessee or on account of breach of any of the representations, warranties and covenants contained in this Clause 12;

- 12.25 The Lessee shall be responsible for compliance with the terms and conditions of all applicable approvals obtained for operation and maintenance of the Facilities and ensuring that such approvals are maintained during the Lease Term.
- 12.26 The Lessee shall not do anything in or upon the Demised Premises whatsoever, which may be or become a nuisance or annoyance to or in any way interfere with the comfort of the Licensor or neighbors.
- 12.27 During the currency of this Agreement, the Lessee shall be solely responsible for arranging and maintaining the proper and effective Security and Fire Safety arrangements in the Demised Premises at its own cost.
- 12.28 All statutory requirements with respect to "Fire safety" as per prevailing laws in Haryana shall be the responsibility of the Lessee.

13. TERMINATION AND CONSEQUENCES OF TERMINATION

- 13.1 The Agreement may be terminated after the expiry of the Lock-in Period by either Party upon giving 12 (twelve) months' notice to the other Party.
- 13.2 In the event, the Lessee fails to fulfil any of the terms and conditions laid down in this Agreement, the Lessor shall be entitled, notwithstanding Clause 5.2 above, to terminate this Agreement without any consequences and shall also be entitled to forfeit the Security Deposit paid by the Lessee.

13.3 CONSEQUENCES OF TERMINATION OF THIS AGREEMENT

- i. In the event of termination of this Agreement in accordance with Clause 13.1 or 13.2 above, the Parties agree that the Lessee will hand over forthwith the vacant, peaceful and physical possession of the Demised Premises along with the Equipment on termination of the Agreement in terms of this Clause 13.1 or 13.2. Any failure to do so will attract Clause 13.3.ii.
- ii. In case the Lessee fails to hand over the vacant, peaceful and physical possession of the Demised Premises and Equipment immediately upon the expiry of the Lease Term or its termination in accordance with Clause 13.1 or 13.2, the Lessor will be entitled to charge damages from the Lessee, which shall be at the rate of twice the Lease Rent (being calculated at the rate the Lease Rent was payable by the Lessee at the time of termination of the Agreement) per month until the vacant, peaceful and physical possession of the Demised Premises is handed over to the Lessor. However, it is expressly agreed by the Lessor that in the event of termination of the Lease, the Lessee shall not be required to demolish any structural changes or additional construction carried out on the Demised Premises which were erected or constructed by the Lessee after obtaining prior approval of the Lessor, pursuant to this Agreement.
- iii. The Lessee shall be liable to pay all the dues including Lease Rent, penalty, damages etc. ("**Dues**") to the Lessor. In the absence of payment of such Dues, over and above the remedies available to the Lessor under the prevailing laws, the Lessor shall be entitled to withhold the Security Deposit.
- iv. The Additional Construction as specified in Clause 3.6 above shall become property of the Lessor. It is however provided that any movable modifications, additions and alterations made or effected by the Lessee shall remain the property of the Lessee, and the Lessee shall be at

liberty to remove, dismantle and take away such equipment, additions, fixtures etc., at its sole discretion either during the continuance of the Lease or at the termination thereof, without damaging the main structure and fittings of the Demised Premises in any manner whatsoever.

- v. The Lessee shall immediately remove itself and its employees together with all of its moveable items including machineries, tools, goods, belongings, chattels and other articles from the Demised Premises and hand over the charge of the Demised Premises and Equipment to the Licensor.
- vi. Once the Lessee hand over the possession of the Demised Premises and Equipment to the Lessor, the Lessor shall refund and repay to the Lessee, the Security Deposit after deduction all the dues and penalties whatsoever, if any.
- vii. In the event the Lessee does not vacate the Demised Premises even after one (one) month from the date of expiry/termination, then the Lessor reserves the right to charge the Lessee 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 Lessor to evict the Lessee in accordance with the provisions of the Public Premises (Eviction of Unauthorized occupants) Act, 1971 or through any other legally permissible means/norms.

14.FORCE MAJEURE

- 14.1 Neither Party shall be liable to the other Party for its failure to perform or fulfil any of its obligations to the extent that its performance is delayed or prevented, in whole or in part, due to acts of God, terrorism, floods, cyclones, earthquakes, fires, wars, riots, strikes, sabotage, orders of governmental or other statutory or regulatory authorities, national emergency, or any other similar causes beyond the reasonable control of the Party affected ("**Force Majeure Event**").
- 14.2 If a Party fails to perform any of its duties or obligations hereunder as a result of Force Majeure Event, such Party shall: (i) give prompt written notice to that effect to the other Party as soon as practicable after such occurrence together with a statement setting forth reasonably full particulars concerning such occurrence, and (ii) use reasonable efforts to remedy such occurrence as quickly as possible. To the extent required by any such occurrence, performance hereunder by the Party affected shall be suspended during the continuance of any such occurrence (but for no longer period) and this Agreement shall otherwise remain unaffected. When such occurrence is remedied, such Party shall promptly notify the other Party and such suspension shall end. Parties shall take commercial best efforts to discuss the remedies which would be necessary to avoid or minimise irreparable loss due to a Force Majeure Event.

15.LIMITATION OF LIABILITY

- 15.1 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 the Lessee due to any accident or any other account, such liability shall be borne solely by the Lessee and the Lessor shall in no way be responsible or liable for the same.
- 15.2 The Lessor in no way shall be responsible for any fire related accident or any type of incidents or accidents in the Demised Premises including payment of damages/compensation etc. during the tenure of this Agreement.

15.3 The Lessor shall not, in any way, be responsible for any transactions carried on between the Lessee and its employees, workers, distributors, suppliers, customers and/or any other third party.

16. NOTICE

16.1 Any notice or other communication to be given by any Party to the other Party/(ies) under, or in connection with the matters contemplated by this Agreement shall be in writing and shall be: (i) by letter delivered by hand; or (ii) first transmitted by facsimile transmission, or through an email transmission and then confirmed by postage, prepaid registered post with acknowledgement due or by internationally recognised courier service; or (iii) sent by postage, prepaid registered post with acknowledgement due or by internationally recognised courier service and shall be addressed to the respective Parties as follows:

(a) **In the case of notices to the Lessee:**

Address : [•]
 Attn : [•]
 Email : [•]

(b) **In the case of notices to the Lessor:**

Address : [•]
 Attn : [•].
 Email : [•]

16.2 All notices under Clause 0 shall be deemed to have been validly given on:

- i. delivery and acknowledgment, when delivered by hand;
- ii. the Business Day immediately after the date of transmission with confirmed answer back, if transmitted by facsimile;
- iii. the Business Day immediately after the date of confirmation of transmission recorded on the sender's computer in case of email transmission; and/or
- iv. the expiry of 5 (five) Business Days after posting, if sent by postage, prepaid registered post with acknowledgement due or by internationally recognised courier service.

16.3 In the event of a change of the address, fax number or electronic mail address, the Party changing its address is obliged to notify the other Party of such a change within 7 (seven) Business Days. In the event of failure to notify the other Party of such a change, notices or communications delivered at the previous address of the registered office of the Party, or its fax number or electronic mail address shall be deemed as having been properly delivered.

17. MISCELLANEOUS

17.1 GOVERNING LAW AND JURISDICTION

The validity, interpretation, implementation and resolution of disputes arising out of or in relation to this Agreement shall be governed by the laws of India.

17.2 DISPUTE RESOLUTION

- 17.2.1 The Parties shall first try to resolve any and all Claims, disputes, questions or controversies involving any of the parties hereto and arising out of or in connection with this Agreement, including the execution, interpretation, validity, performance, breach or termination hereof ("**Dispute**") by amicable negotiation.
- 17.2.2 Disputes which cannot be finally resolved by such Parties within 30 (thirty) calendar days of the arising of a Dispute by amicable negotiation (each Party in good faith making its best effort to reach a reasonable and equitable resolution of the matter) shall be immediately referred for resolution by good faith negotiation between their respective senior officers with decision-making power and who shall not have had substantive involvement in the matters involved in the Dispute, unless the Parties otherwise agree. If any such panel of senior officers is unable to resolve and settle the Dispute within 60 (sixty) calendar days after the Dispute is first submitted to it, then any Party shall be entitled to cause the Dispute to be submitted for arbitration pursuant to the terms of Clause 17.2.3 of this Agreement.
- 17.2.3 Any Dispute which is not settled in accordance with Clause 17.2.2 shall be referred and resolved through the sole Mediator mutually appointed by both the Parties. In the event the Dispute is not resolved within 30 (thirty) days from the date of initiation of the Mediation, the Disputes shall be referred to a sole arbitrator if the Parties agree upon a sole arbitrator. In the event a sole arbitrator cannot be agreed upon, the arbitrator shall be appointed as per the provisions of the Arbitration and Conciliation Act, 1996.
- 17.2.4 The venue and seat of arbitration shall be at Bengaluru, India. The language to be used in the arbitration shall be the English language exclusively, and any award shall be made in the English language.
- 17.2.5 In connection with the arbitration proceedings (*to be conducted as per the provisions of the Arbitration and Conciliation Act, 1996*), the Parties to the Dispute hereby agree to cooperate in good faith and with each other and the arbitrator and to use their respective best efforts to respond promptly to any reasonable discovery or demand made by the other Party(ies) and/or the arbitrator.
- 17.2.6 Each of the Parties expressly understands and agrees that the arbitral award shall be the sole, exclusive, final and binding remedy between them regarding the Dispute(s) presented to the arbitral tribunal. The Parties hereto agree that the arbitral award may be enforced against the Parties or their assets wherever they may be found and that a judgement upon the arbitral award may be entered in any court having jurisdiction.
- 17.2.7 Neither the existence of any Dispute nor the fact that any arbitration is pending hereunder shall relieve any of the Parties of their respective obligations under this Agreement. The

pendency of Dispute in any arbitration proceeding shall not affect the performance of the obligations under this Agreement.

17.3 INDEPENDENT-CONTRACTOR STATUS

17.3.1 This Agreement is made on a 'Lessor to Lessee' basis i.e. 'Principal to Principal' basis and shall not be deemed to create any other relationship except as expressly stipulated hereunder and unless specially entered into at any point of time.

17.3.2 Nothing contained in this Agreement is intended or is to be construed so as to constitute:

- a) the Parties as partners or joint ventures;
- b) the employees, agents or representatives of the Lessor as employees, agents or representatives of the Lessee and vice-versa;
- c) any fiduciary relationship between the Parties and/or its agents, employees and representatives.

17.3.3 No Party to this Agreement shall have any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other Party or to bind the other Party to any contract, Agreement, or undertaking of any kind with any third Party. No Party to this Agreement shall have any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other Party or to bind the other Party to any contract, Agreement, or undertaking of any kind with any third Party.

17.4 WAIVER

No delay on the part of the Lessor or the Lessee in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of the Lessor or the Lessee of any right, power or privilege hereunder operate as a waiver of any other right, power or privilege hereunder.

17.5 SEVERABILITY

Any provision of this Agreement which is held to be invalid or unenforceable for any reason shall be ineffective to the extent of such invalidity or unenforceability only, without affecting in any way the remaining provisions hereof.

17.6 FURTHER ASSURANCES

Subject to the terms and conditions of this Agreement, each of the Parties hereto will use all reasonable efforts to take, or cause to be taken, all action, and to do, or cause to be done, all things necessary or proper to fulfill its obligations under this Lease.

17.7 ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof and supercedes any and all prior arrangements, agreements, including letters of intent and term sheets, either oral or in writing, between the Parties hereto with respect to the subject matter herein.

17.8 AMENDMENTS AND VARIATION

No variation or amendment to this Agreement shall be valid or binding unless made by an instrument in writing and duly executed by or on behalf of the Parties by their duly authorised representatives.

17.9 COUNTERPARTS

This Agreement may be signed in two counter parts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute the same instrument.

FIRST SCHEDULE: DESCRIPTION OF THE DEMISED PREMISES

I. Total plot area to be leased.

Plant and R & D Areas of TRP					
S.No.	Transaction Category	Area (in Sq. mts.)			Period of lease
		Covered	Open	Total	
1	Lease of Factory area with Plant, Machinery and equipment in factory area	41,549 (10.26 Acres)	55,029 (13.60 Acres)	96,578 (23.86 Acres)	30 Years
2	Lease of R & D area with Machinery and Equipment in R & D area	2,542 (0.63 Acres)	75,979 (18.77 Acres)	78,521 (19.40 Acres)	30 Years
3	Total area of Factory with Plant and R & D*	44,091 (10.89 Acres)	1,31,008 (32.37 Acres)	175099 (43.26 Acres)	

*Final Measurement subject to Joint Survey

II. Detail of covered area within the total plot area proposed to be leased

S.No.	Name of Building	Length	Width	Area (Sqmt.)	Total Area	Type of Structure
1	Store keeper room in Steel yard	5.46	4.46	24.35	24.35	RCC
2	Heat treatment	60.25	15.15	912.79	2134.02	Shed
		45.25	15.15	685.54		Shed
	Generator shed	15.00	15.30	229.50		Shed
	Oil storage	6.00	4.00	24.00		Shed
	Sub station	15.13	5.74	86.85		Shed
	Salt store	7.00	5.23	36.61		RCC
	Weigh bridge	4.46	2.96	13.20		RCC
	Toilet & Store (HT)	12.50	4.70	58.75		RCC
	Sub station	15.12	5.74	86.79		RCC
3	Material cutting	45.25	15.35	694.59	713.45	Shed
	Toilet near material cutting	6.91	2.73	18.86		RCC
4	Bright steel store	20.00	12.34	246.80	246.80	Shed
5	Lubrication cum oil store	30.00	10.93	327.90	327.90	Shed
6	Pump store	5.23	9.00	47.07	47.07	RCC
7	Machine casting store	48.20	15.00	723.00	723.00	Shed
8	Internal transport	92.00	15.00	1380.00	1380.00	Shed
9	Fire proof store	30.35	15.25	462.84	462.84	Shed
10	Heavy machine shop	105.20	45.30	4765.56	4765.56	Shed
11	Assy.shop	52.85	15.17	801.73	801.73	Shed
12	Compressor house	15.11	7.61	114.99	114.99	Shed
13	Lean to shed	128.20	5.25	673.05	673.05	Shed
14	Tractor assembly	157.25	28.25	4442.31	5585.37	Shed

S.No.	Name of Building	Length	Width	Area (Sqmt.)	Total Area	Type of Structure
		75.35	15.17	1143.06		Shed
15	Engine shop	124.75	60.00	7485.00	7485.00	Shed
16	Material testing	35.40	5.30	187.62	187.62	RCC
17	Material Engg.-GF	52.82	7.80	412.00	824.00	RCC
	Material Engg.-FF	52.82	7.80	412.00		RCC
18	Engine testing	45.45	15.25	693.11	693.11	Shed
19	Toilet & Battery charging	12.38	5.31	65.74	65.74	RCC
20	Cable shed	15.23	7.85	119.56	119.56	Shed
21	Roller testing	15.00	7.00	105.00	105.00	Shed
22	Engine assy.	142.50	15.00	2137.50	2137.50	Shed
23	Materials & Main store	154.35	30.45	4699.96	4699.96	Shed
24	Lean to shed (South side)	154.35	5.57	859.73	859.73	Shed
25	Lean to shed (West side)	39.90	5.23	208.68	208.68	Shed
26	Tractor assy. (Illrd line)	90.00	15.00	1350.00	1375.00	Shed
	Toilet (tractor assy. Illrd line)	5.00	5.00	25.00		RCC
27	Sheet metal painting plant	142.50	30.00	4275.00	4275.00	Shed
28	Boiler room	5.00	5.50	27.50	27.50	Shed
29	ASU	22.50	15.00	337.50	337.50	Shed
30	ETP	14.48	5.00	72.40	147.98	RCC
	ETP-Store	5.46	5.60	30.58		Shed
	Boiler room- ETP	7.50	6.00	45.00		Shed
Total covered area in Tractor plant proposed for lease				41549.01	Or 10.26 Acres	

Details of covered areas in R & D, Pinjore

S.No.	Name of Building	Length	Width	Area (Sqmt.)	Total Area	Type of Structure
1	Proto type assembly	90.03	15.23	1371.16	1600.06	Shed
		15.03	15.23	228.91		Shed
	Implement store	30.00	7.50	225.00	225.00	Shed
	I.C. lab	30.40	7.73	234.99	266.56	RCC
		11.65	2.71	31.57		RCC
	Offices & Lavatories	90.03	5.00	450.15	450.15	RCC
Total covered area in R & D proposed for lease				2541.78	2541.78	Or 0.63 Acres
TOTAL COVERED AREA PROPOSED TO BE LEASED						10.89 Acres

SECOND SCHEDULE: DESCRIPTION OF THE MACHINERY / EQUIPMENTS**A. LIST OF MACHINERY AVAILABLE AT VARIOUS SHOPS**

LIST OF MACHINES AVAILABLE AT TRP FOR LEASE OUT						
SR. No.	M/C No	Description	Make	Type of Machine*	Year of Installation/ Commissioning	Location/ Section
SECTION: NEW ASSEMBLY LINE (NAL)						
1	1745-12	HYDRAULIC PRESS	BEMCO	GPM	1988-89	2190
2	1745-13	HYDRAULIC PRESS	INDUDYOG	GPM	1989-90	2190
3	1745-14	HYDRAULIC PRESS	ARCO WHITNEY	GPM	1989-90	2190
4	1746-02	HYDRAULIC PRESS	BEMCO	GPM	1989-90	2190
SECTION: HEAT TREATMENT						
5	0000	NITROGEN METHENOL PLANT		GPM	2007-08	2223
6	1763-01	ELECTRIC HEATING OVEN	IMPEX	GPM	2001-02	2223
7	1767-02	MUFFLE HARDENING FURNACE	WESTER WORKS	GPM	1985-86	2223
8,9	1772-03,1788-12	TEMPERING FURNACE/WASHING MACHINE	HIGH TEMP	GPM	2009-10	2223
10	1772A-01	MUFFLE TEMPERING FURNACE	WESTER WORKS	GPM	1975-76	2223
11	1777-05	SEALED QUENCH FURNACE, 1000 KGS	HIGH TEMP	GPM	2009-10	2223
12	1778-02	IND. HARDING FURNACE (GV-201A)	ZEZ-RYCHNOV	GPM	1975-76	2223
13	1778-05	60 KW RF INDUCTION HEATING SYSTEM	KIRLOSKER	GPM	1992-93	2223
14	1778-06	75 KW SOLID STATE GENERATOR	ELECTROTHERM	GPM	2001-02	2223
15	1778-07	INDUCTION HARDENING M/c CAP 220 KW	ELECTROTHERM	GPM	2006-07	2223
16	1779-01	QUENCHING PRESS	OERLIKON -SP-5	GPM	1975-76	2223
17	1786-01	COPPER PLATING EQUIPMENT	CANNING MITRA	GPM	1975-76	2223
18	1791-02	SHOT BLASTING M/C	INDABRATOR	GPM	1982-83	2223

19	1791-04	SHOT PEENING MACHINE	SURFEX	GPM	2007-08	2223
SECTION: ENGINE SHOP (ES)						
20	1106-03	2nd SIDE FACING LATHE	GEDDE WEILER	GPM	1975-76	2241
21	1116-06	CENTRE LATHE LB-20-1000	HMT	GPM	1975-76	2241
22	1116-14	CENTRE LATHE LB-20-1000	HMT	GPM	1991-92	2241
23	1154-07	S. PILOT-1000	HMT	GPM	1974-75	2241
24	1166-04	DRUM TURRET RTV-50	HMT	GPM	1975-76	2241
25	1166-05	DRUM TURRET RTV-50	HMT	GPM	1974-75	2241
26	1166-12	DRUM TURRET RTV-50	HMT	GPM	1976-77	2241
27	1182-01	S.S. AUTO-TR 42B	HMT	GPM	1975-76	2241
28	1182-02	S.S.AUTO-TR 42B	HMT	GPM	1975-76	2241
29	1182-03	S.S.AUTO-TR 42B	HMT	GPM	1975-76	2241
30	1187-07	FAY AUTO -12x45	HMT	GPM	1975-76	2241
31	1187-11	FAY AUTO -12x22	HMT	GPM	1975-76	2241
32	1199-01	CAM SHAFT TURNING-CL 344	WICKMAN	SPM	1976-77	2241
33	1213-05	H MILLING FN2H	HMT	GPM	1974-75	2241
34	1213-17	H-MILLING M/C FN-2	HMT	GPM	1974-75	2241
35	1213-20	H-MILLING M/C FN-2	HMT	GPM	1980-81	2241
36	1213-21	H-MILLING M/C FN-2	HMT	GPM	1974-75	2241
37	1213-22	H-MILLING M/C FN-2	HMT	GPM	1980-81	2241
38	1213-28	H-MILLING M/C FN-2	HMT	GPM	1974-75	2241
39	1216-02	H-MILLING M/C FN-3H	HMT	GPM	1991-92	2241
40	1223-11	V-MILLING M/C FN-2 EV	HMT	GPM	1974-75	2241
41	1223-12	V-MILLING M/C FN-2 EV	HMT	GPM	1974-75	2241
42	1223-14	V-MILLING M/C FN-2 EV	HMT	GPM	1975-76	2241
43	1226-01	V-MILLING M/C FN-3	HMT	GPM	1975-76	2241
44	1298-01	V- MILLING M/C M1TR	HMT	GPM	1974-75	2241

PIM & RFP FOR LEASE OF MANUFACTURING FACILITIES OF HMT TRACTOR DIVISION

45	1373-01	SURFACE BROACHING RW16X1600	HMT	GPM	1975-76	2241
46	1412-09	SINGLE SPINDLE DRILLING	HMT	GPM	1976-77	2241
47	1412-10	SINGLE SPINDLE DRILLING	HMT	GPM	1976-77	2241
48	1412-11	SINGLE SPINDLE DRILLING	HMT	GPM	1976-77	2241
49	1415-02	COLUMN DRILLING CD-40	HMT	GPM	1974-75	2241
50	1415-10	COLUMN DRILLING- HMT-40	HMT	GPM	1991-92	2241
51	1428-04	M.S. DRILLING	HMT	GPM	1974-75	2241
52	1451-21	R- DRILLING M/C- RM-61	HMT	GPM	1975-76	2241
53	1451-24	R- DRILLING M/C- RM-61	HMT	GPM	1974-75	2241
54	1451-35	R- DRILLING M/C- RM-61	HMT	GPM	1974-75	2241
55	1451-36	R- DRILLING M/C- RM-61	HMT	GPM	1974-75	2241
56	1451-37	R- DRILLING M/C- RM-61	HMT	GPM	1975-76	2241
57	1451-46	R- DRILLING M/C- RM-61	HMT	GPM	1975-76	2241
58	1451-54	R- DRILLING M/C- RM-61	HMT	GPM	1974-75	2241
59	1451-60	R- DRILLING M/C- RM-61	HMT	GPM	1974-75	2241
60	1451-62	R- DRILLING M/C- RM-61	HMT	GPM	1974-75	2241
61	1464-02	VERTICAL MACHINING CENTRE 1200	HMT	CNC	2006-07	2241
62	1483-01	SINGLE ENDED BORING FB-124	HMT	GPM	1992-93	2241
63	1484-01	DOUBLE END FINE BORING-FB 541	HMT	GPM	1975-76	2241
64	1484-04	DOUBLE END FINE BORING-FB-762	HMT	GPM	1992-93	2241
65	1485-01	2-SPINDLE FINE BORING FB-022	HMT	GPM	1975-76	2241
66	1485-02	2-SPINDLE FINE BORING FB-032	HMT	GPM	1975-76	2241
67	1503-03	PEDESTAL GRINDER	AMC	GPM	1974-75	2241
68	1514-04	SURFACE GRINDER	HMT	GPM	1974-75	2241
69	1515-01	SURFACE GRINDING-GVS30	HMT	GPM	1974-75	2241

PIM & RFP FOR LEASE OF MANUFACTURING FACILITIES OF HMT TRACTOR DIVISION

70	1515-02	SURFACE GRINDING-GVS30	HMT	GPM	1975-76	2241
71	1515-03	SURFACE GRINDING-GVS30	HMT	GPM	1975-76	2241
72	1520-04	CYL. GRINDER K130-500U	HMT	GPM	1974-75	2241
73	1520-05	CYL. GRINDER K130-500U	HMT	GPM	1975-76	2241
74	1523-07	CYL. GRINDING M/C	HMT	GPM	1975-76	2241
75	1523-08	CYL. GRINDING -G17	HMT	GPM	1991-92	2241
76	1592-01	CAM SHAFT GRINDING	NEWALL	SPM	1975-76	2241
77	1593-01	CNC CAM GRINDING M/C CCG 225	HMT	SPM	2003-04	2241
78	1743-03	STRAIGHTENING M/C	ARCO-WHITNEY	GPM	1974-75	2241
79	1743-06	HYD. PRESS	ARCO-WHITNEY	GPM	1974-75	2241
80	1743-07	STRAIGHTENING M/C	ARCO-WHITNEY	GPM	1974-75	2241
81	1747-01	HYD. PRESS-QTC40X250	ARCO-WHITNEY	GPM	1975-89	2241
82	1226-08	V MILLING FN3V	HMT	GPM	1974-75	2242
83	1787-04	WASHING MACHINE	JOSTS	GPM	1975-76	2242
84	2598-01	CHAMFERING & GUN REAMING Y-598	HMT	SPM	1975-76	2242
85	0000	SPARK TAP EXTRACTING MACHINE	SPARKONIX	GPM	1992-93	2243
86	1226-02	V-MILLING M/C FN-3	HMT	GPM	1975-76	2243
87	1226-07	V-MILLING M/C FN-3	HMT	GPM	1975-76	2243
88	1451-10	R- DRILLING M/C-RM-62	HMT	GPM	1974-75	2243
89	1451-11	R- DRILLING M/C-RM-61	HMT	GPM	1975-76	2243
90	1451-12	R- DRILLING M/C-RM-61	HMT	GPM	1975-76	2243
91	1451-13	R- DRILLING M/C-RM-61	HMT	GPM	1975-76	2243
92	1451-14	R- DRILLING M/C-RM-61	HMT	GPM	1976-77	2243
93	1451-15	R- DRILLING M/C-RM-61	HMT	GPM	1976-77	2243
94	1451-16	R- DRILLING M/C-RM-61	HMT	GPM	1976-77	2243

PIM & RFP FOR LEASE OF MANUFACTURING FACILITIES OF HMT TRACTOR DIVISION

95	1451-19	R- DRILLING M/C- RM-61	HMT	GPM	1976-77	2243
96	1451-26	R- DRILLING M/C- RM-61	HMT	GPM	1977-78	2243
97	1451-33	R- DRILLING M/C- RM-63	HMT	GPM	1977-78	2243
98	1451-56	R- DRILLING M/C- RM-61	HMT	GPM	1976-77	2243
99	1451-57	R- DRILLING M/C- RM-61	HMT	GPM	1977-78	2243
100	1451-58	R- DRILLING M/C- RM-61	HMT	GPM	1977-78	2243
101	1451-63	R- DRILLING M/C- RM-61	HMT	GPM	1977-78	2243
102	1451-66	R- DRILLING M/C- RM-61	HMT	GPM	1977-78	2243
103	1451-67	R- DRILLING M/C- RM-61	HMT	GPM	1991-92	2243
104	1788-01	WASHING M/C	G&W	GPM	1975-76	2243
105	2165-01	3-SPINDLE VERTICAL MILLING RM-165	HMT	GPM	1992-93	2243
106	2588-01	DUPLEX MILLING Y- 588	HMT	SPM	1975-76	2243
107	2589-01	DUPLEX MILLING Y - 589	HMT	SPM	1975-76	2243
108	2590-01	SINGLE PURPOSE MILLING Y590	HMT	SPM	1975-76	2243
109	2591-01	V-BORING M/C Y- 591	HMT	SPM	1975-76	2243
110	2592-01	ONE WAY VERTICAL DRILLING Y-592	HMT	SPM	1975-76	2243
111	2593-01	ONE WAY 6 SPINDLE DRILLING Y-593	HMT	SPM	1975-76	2243
112	2594-01	D/E ONE WAY BORING M/C Y-594	HMT	SPM	1975-76	2243
113	2595-01	ONE WAY BORING M/C Y-595	HMT	SPM	1975-76	2243
114	2596-01	ONE WAY BORING M/C Y-596	HMT	SPM	1975-76	2243
115	2597-01	TWO WAY BORING M/C Y-597	HMT	SPM	1975-76	2243
116	2721-01	ONE WAY FACING GROVING Y721	HMT	SPM	1975-76	2243
117	2722-01	MILLING & BROACHING Y 722	HMT	SPM	1975-76	2243
118	2766-01	TWO WAY BORING Y766	HMT	SPM	1976-77	2243
119	2769-01	3-SPINDLE MILLING MACHINE Y769	HMT	SPM	1976-77	2243

120	2837-01	V - BORING Y0837	HMT	SPM	1977-78	2243
121	3155-01	ONE WAY DEEP HOLE DRILLING MACHINE	HMT	SPM	1992-93	2243
122	3496-01	3- STATION TAPPET HOLE M/C	HMT	SPM	1999-2000	2243
123	3519-01	TWO WAY LINE BORING MCHINE Y3519	HMT	SPM	2004-05	2243
SECTION: NEW ENGINE SHOP (NES)						
124	1213-29	H-MILLING M/C FN-2H	HMT	GPM	1991-92	2244
125	1226-11	V-MILLING M/C FN-3V	HMT	GPM	1991-92	2244
126	1254-01	SPL. HORIZONTAL MILLING M/C	HMT	GPM	1991-92	2244
127	1434-01	CNC VERTICAL DRILL TAP CENTRE DT-40	HMT	CNC	2001-02	2244
128	1451-05	R- DRILLING M/C- RM-61	HMT	GPM	1977-78	2244
129	1451-68	R- DRILLING M/C- RM-61	HMT	GPM	1991-92	2244
130	1464-01	VTC 1200	HMT	CNC	1991-92	2244
131	1465-01	VERTICAL MACHINING CENTRE	HMT	CNC	1989-90	2244
132	1472-01	HORIZONTAL MACHINING CENTRE	HMT	CNC	1991-92	2244
133	1472-02	HORIZONTAL MACHINING CENTRE	HMT	CNC	1991-92	2244
134	1479-01	HORIZONTAL SPL. PURPOSE CNC SNCH	HMT	CNC	1991-92	2244
135	1479-02	HORIZONTAL SPL. PURPOSE CNC SNCH	HMT	CNC	1991-93	2244
136	1479-03	HORIZONTAL SPL. PURPOSE CNC SNCH	HMT	CNC	1991-94	2244
137	1479-04	HORIZONTAL SPL. PURPOSE CNC SNCH	HMT	CNC	1991-95	2244
138	1479-06	HORIZONTAL SPL. PURPOSE CNC SNCH	HMT	CNC	1991-92	2244
139	1749-01	VALVE GUIDE PRESS	HYCON	GPM	1991-92	2244
140	1749-02	VALVE GUIDE /PLUG PRESS	HYCON	GPM	1991-92	2244
141	1788-08	WASHING M/C CR. CASE	JOSTS	GPM	1991-92	2244
142	1788-09	WASHING M/C CYL HEAD	JOSTS	GPM	1991-92	2244

143	1890-01	CYL. HD. LEAK TESTING M/C	SPM-INDIA	SPM	1991-92	2244
144	2723-01	CONTINUOUS ROTARY MILLING Y723	HMT	SPM	1975-76	2244
145	3292-01	SIX STATION INDEXING MACHINE Y3292	HMT	SPM	1991-92	2244
146	3302-01	LINE BORING MCHINE Y3302	HMT	SPM	1991-92	2244
147	3319-01	TAPPET HOLE D/H & REAMING M/c	HMT	SPM	1991-92	2244
148	3320-01	GUN REAMING MACHINE Y3320	HMT	SPM	1991-92	2244
149	3497-01	2- WAY MILLING Y3497	HMT	SPM	1998-99	2244

SECTION: ENGINE ASSEMBLY & TESTING SHOP

150	1595-02	VALVE SEAT LAPPING M/C	MPE ABHIJET	SPM	1980-81	2246
151	1595-03	VALVE SEAT LAPPING M/C	MPE ABHIJET	SPM	1993-94	2246
152	1741-09	BALANCING MACHINE (FLY WHEEL)	ABRO- V55	GPM	2003-04	2246
153	1745-05	HYD. PRESS 23PL	BEMCO	GPM	1977-78	2246
154	1745-10	HYD. PRESS 3P2BP	NEW BEMCO	GPM	1976-77	2246
155	1745-11	HYD. PRESS 3P2BP	NEW BEMCO	GPM	1976-77	2246
156	1745-12	HYD. PRESS BENCH TYPE	BEMCO	GPM	1990-91	2246
157	1762-01	FURNACE FOR RING GEAR O 12EH	M & B	GPM	1976-77	2246
158	1762-02	FURNACE FOR PISTON & TIMING GEAR	THERELEK	GPM	2001-02	2246
159	1788-07	WASHING MACHINE	JOSTS	GPM	1991-92	2246
160	1892-01	WATER BRAKE DYNAMOMETER U-20	SAJ AWM 150	GPM	1975-76	2246
161	1892-02	WATER BRAKE DYNAMOMETER U-20	SAJ AWM 150	GPM	1975-76	2246
162	1892-03	WATER BRAKE DYNAMOMETER U-20	SAJ AWM 150	GPM	1975-76	2246
163	1892-04	WATER BRAKE DYNAMOMETER U-20	SAJ AWM 150	GPM	1975-76	2246

164	1892-05	WATER BRAKE DYNAMOMETER U-20	SAJ AWM 150	GPM	1977-78	2246
165	1892-06	WATER BRAKE DYNAMOMETER U-20	SAJ AWM 150	GPM	1977-78	2246
166	1892-12	WATER BRAKE DYNAMOMETER U-20	SAJ AWM 150	GPM	1984-85	2246
167	1892-13	WATER BRAKE DYNAMOMETER	SAJ AWM 150	GPM	1984-85	2246
168	1892-14	WATER BRAKE DYNAMOMETER	SAJ AWM 150	GPM	1994-95	2246
169	1892-15	WATER BRAKE DYNAMOMETER	SAJ AWM 150	GPM	1994-95	2246
170	1892-16	WATER BRAKE DYNAMOMETER	SAJ	GPM	1981-82	2246
171	1892-17	WATER BRAKE DYNAMOMETER	SAJ	GPM	1993-94	2246
172	1892-18	WATER BRAKE DYNAMOMETER	SAJ	GPM	1993-94	2246

SECTION: MATERIAL CUTTING SHOP

173	1202-01	HYD. SAWING M/C	USSR	GPM	1975-76	2258
174	1204-01	BAND SAW	DOALL	GPM	1989-90	2258
175	1208-01	POWER HACK SAW	COBRA-2	GPM	1974-75	2258
176	1208-02	POWER HACK SAW	ATLAS	GPM	1974-75	2258
177	1290-02	CNC ENGRAVING MACHINE (FPS)	SIX SIGMA	CNC	2009-10	2258
178	1292-02	FACING & CENTRING M/C	HMT	GPM	1976-77	2258
179	1292-03	FACING & CENTRING M/C	HMT	GPM	1975-76	2258
180	1292-04	FACING & CENTRING M/C	HMT	GPM	1993-94	2258
181	1415-03	COLUMN DRILLING CD-40	HMT	GPM	1974-75	2258
182	1415-05	COLUMN DRILLING CD-40	HMT	GPM	1975-76	2258
183	1415-07	COLUMN DRILLING CD-40	HMT	GPM	1975-76	2258
184	1415-08	COLUMN DRILLING CD-40	HMT	GPM	1975-76	2258

SECTION: HEAVY MACHINE SHOP (HMS)

185	1116-05	CENTRE LATHE LB-20-1000	HMT	GPM	1974-75	2263
186	1116-12	CENTRE LATHE LB-20-1000	HMT	GPM	1979-80	2263

PIM & RFP FOR LEASE OF MANUFACTURING FACILITIES OF HMT TRACTOR DIVISION

187	1135-03	CNC TURNING STC-25/1000	HMT	GPM	1991-92	2263
188	1177-05	HEX. TURRET-L22 TP	HMT	GPM	1975-76	2263
189	1177-08	HEX. TURRET-L22 TP	HMT	GPM	1975-76	2263
190	1177-09	HEX. TURRET-L22 TP	HMT	GPM	1975-76	2263
191	1177-11	HEX. TURRET-L22 TP	HMT	GPM	1975-76	2263
192	1177-14	HEX. TURRET-L22 TP	HMT	GPM	1975-76	2263
193	1177-20	TURRET LATHE L-22 TP	HMT	GPM	1974-75	2263
194	1177-21	HEX. TURRET-L22 TP	HMT	GPM	1975-76	2263
195	1177-22	HEX. TURRET-L22 TP	HMT	GPM	1975-76	2263
196	1177-23	HEX. TURRET-L22 TP	HMT	GPM	1975-76	2263
197	1177-24	HEX. TURRET-L22 TP	HMT	GPM	1975-76	2263
198	1177-25	HEX. TURRET-L22 TP	HMT	GPM	1975-76	2263
199	1177-26	HEX. TURRET-L22 TP	HMT	GPM	1975-76	2263
200	1177-27	HEX. TURRET-L22 TP	HMT	GPM	1975-76	2263
201	1177-28	HEX. TURRET-L22 TP	HMT	GPM	1975-76	2263
202	1187-05	FAY AUTO -12x21	HMT	GPM	1975-76	2263
203	1213-24	H MILLING FN2	HMT	GPM	1992-93	2263
204	1216-04	H-MILLING M/C FN-3H	HMT	GPM	1992-93	2263
205	1223-06	V-MILLING M/C FN-2 EV	HMT	GPM	1975-76	2263
206	1226-03	V-MILLING M/C EM 3V	HMT	GPM	1976-77	2263
207	1226-10	V-MILLING M/C FN-3	HMT	GPM	1992-93	2263
208	1270-01	THREAD MILLING TMM	AMBER NATH	GPM	1974-75	2263
209	1428-03	M.S. DRILLING	HMT	GPM	1974-75	2263
210	1428-06	M.S. DRILLING	HMT	GPM	1975-76	2263
211	1451-23	R- DRILLING M/C-RM-61	HMT	GPM	1976-77	2263
212	1451-28	R- DRILLING M/C-RM-61	HMT	GPM	1976-77	2263
213	1451-40	R- DRILLING M/C-RM-61	HMT	GPM	1974-75	2263
214	1451-41	R- DRILLING M/C-RM-61	HMT	GPM	1974-75	2263
215	1451-42	R- DRILLING M/C-RM-61	HMT	GPM	1975-76	2263
216	1451-43	R- DRILLING M/C-RM-61	HMT	GPM	1975-76	2263

217	1451-44	R- DRILLING M/C- RM-61	HMT	GPM	1975-76	2263
218	1451-55	R- DRILLING M/C- RM-61	HMT	GPM	1975-76	2263
219	1484-02	DOUBLE END FINE BORING-FB 542	HMT	GPM	1975-76	2263
220	1503-04	PEDESTAL GRINDER	HMT	GPM	1974-75	2263
221	1520-11	CYL. GRINDER K130- 500P	HMT	GPM	1992-93	2263
222	2743-01	D.E. FINE BORING Y743	HMT	SPM	1975-76	2263
223	1213-16	H-MILLING M/C FN- 2	HMT	GPM	1975-76	2264
224	1216-01	H-MILLING M/C FN- 3	HMT	GPM	1974-75	2264
225	1226-09	V-MILLING M/C FN- 3	HMT	GPM	1991-92	2264
226	1227-01	V-MILLING M/C EM- 4V	HMT	GPM	1994-95	2264
227	1451-18	R- DRILLING M/C- RM-61	HMT	GPM	1975-76	2264
228	1451-22	R- DRILLING M/C- RM-61	HMT	GPM	1975-76	2264
229	1451-27	R- DRILLING M/C- RM-61	HMT	GPM	1975-76	2264
230	1451-29	R- DRILLING M/C- RM-61	HMT	GPM	1975-76	2264
231	1451-30	R- DRILLING M/C- RM-61	HMT	GPM	1976-77	2264
232	1451-31	R- DRILLING M/C- RM-61	HMT	GPM	1976-77	2264
233	1451-47	R- DRILLING M/C- RM-61	HMT	GPM	1975-76	2264
234	1451-48	R- DRILLING M/C- RM-61	HMT	GPM	1975-76	2264
235	1451-49	R- DRILLING M/C- RM-61	HMT	GPM	1975-76	2264
236	1451-50	R- DRILLING M/C- RM-61	HMT	GPM	1975-76	2264
237	1451-51	R- DRILLING M/C- RM-61	HMT	GPM	1975-76	2264
238	1451-53	R- DRILLING M/C- RM-61	HMT	GPM	1976-77	2264
239	1451-69	R- DRILLING M/C- RM-61	HMT	GPM	1991-92	2264
240	1472-03	HORIZONTAL MACHINING CENTRE	HMT	CNC	1992-93	2264

PIM & RFP FOR LEASE OF MANUFACTURING FACILITIES OF HMT TRACTOR DIVISION

241	1472-04	HORIZONTAL MACHINING CENTRE	HMT	CNC	1999-2000	2264
242	1472-05	HORIZONTAL MACHINING CENTRE	HMT	CNC	2002-03	2264
243	1479-07	HORIZONTAL SPL. PURPOSE CNC SNCH	HMT	CNC	1992-93	2264
244	1479-08	HORIZONTAL SPL. PURPOSE CNC SNCH	HMT	CNC	2002-2003	2264
245	1788-03	WASHING M/C	WESTER WORKS	GPM	1991-76	2264
246	2090-01	Simplex Milling	HMT	GPM	1977-78	2264
247	2599-01	3-WAY BORING Y-599	HMT	SPM	1975-76	2264
248	2600-01	D.E. BORING Y-600	HMT	SPM	1975-76	2264
249	2601-01	D.E. ADJ. M.S. DRILLING Y-601	HMT	SPM	1975-76	2264
250	2602-01	D.E. M.S. DRILLING Y602	HMT	SPM	1075-76	2264
251	2603-01	DUPLEX MILLING Y-603	HMT	SPM	1975-76	2264
252	2604-01	TWO WAY FIXED STN BORING Y-604	HMT	SPM	1975-76	2264
253	2605-01	TWO WAY FIXED STN BORING Y-605	HMT	SPM	1975-76	2264
254	2606-01	ONE WAY INCLINED BORING Y-606	HMT	SPM	1975-76	2264
255	2607-01	HEAVY DUTY D.E. BORING Y-607	HMT	SPM	1975-76	2264
256	2608-01	TWO WAY M.S. DRILLING Y-608	HMT	SPM	1975-76	2264
257	2609-01	TWO WAY M.S. DRILLING Y-609	HMT	SPM	1975-76	2264
258	2610-01	ONE WAY FINE BORING Y-610	HMT	SPM	1975-76	2264
259	2611-01	3-WAY, 5 SPINDLE BORING Y-611	HMT	SPM	1975-76	2264
260	2612-01	2 WAY, 2STN. CNC BORING M/C	HMT	CNC	1990-91	2264
261	2613-01	2 WAY, 2STN. BORING M/C	HMT	SPM	1990-91	2264
262	2650-01	DUPLEX MILLING MACHINE Y-650	HMT	SPM	1975-76	2264
263	2682-01	DUPLEX MILLING M/C Y-682	HMT	SPM	1975-76	2264
264	2683-01	DUPLEX MILLING M/C Y-683	HMT	SPM	1975-76	2264

265	2720-01	M.S. DRILLING MACHINE Y-720	HMT	SPM	1975-76	2264
266	2748-01	V-MILLING SPM Y-748	HMT	SPM	1976-77	2264
267	2749-01	V-MILLING SPM Y-749	HMT	SPM	1975-76	2264
268	2750-01	SLOT MILLING MACHINE Y-750	HMT	SPM	1975-76	2264
269	2832-01	3 WAY BORING Y-0832	HMT	SPM	1977-78	2264
270	2833-01	D.E. ADJ. M.S. DRILLING Y-0833	HMT	SPM	1975-76	2264
271	2834-01	D.E. DRILLING BORING M/C Y-0834	HMT	SPM	1975-76	2264
272	1117-01	CENTRE LATHE LB22	HMT	GPM	1974-75	2266
273	1120-08	CENTRE LATHE H-22, NH-22	HMT	GPM	1974-75	2266
274	1143-01	COPYING LATHE H22-HKV	HMT	GPM	1974-75	2266
275	1177-15	HEX. TURRET-L22 TP	HMT	GPM	1975-76	2266
276	1444-01	RADIAL DRILLING MACHINE -RM-50	HMT	GPM	1995-96	2266
277	1451-34	R- DRILLING M/C-RM-61	HMT	GPM	1975-76	2266
278	1451-39	R- DRILLING M/C-RM-61	HMT	GPM	1974-75	2266
279	1451-52	R- DRILLING M/C-RM-61	HMT	GPM	1976-77	2266
280	1451-64	R- DRILLING M/C -RM-61	HMT	GPM	1975-76	2266
281	1478-01	HMC 400	HMT	CNC	2005-06	2266
282	1478-02	HMC 400	HMT	CNC	2005-06	2266
283	1479-05	HORIZONTAL SPL. PURPOSE CNC SNCH	HMT	CNC	1991-96	2266

SECTION: TRACTOR ASSEMBLY

284	1503-09	PEDESTAL GRINDER	AMC	GPM	1988-89	2277
285	1503-10	PEDESTAL GRINDER	AMC	GPM	1988-89	2277
286	1745-03	HYD. PRESS	ARCO-WHITNEY	GPM	1975-76	2277
287	1745-04	HYD. PRESS	ARCO-WHITNEY	GPM	1975-76	2277
288	1745-05	HYD. PRESS	ARCO-WHITNEY	GPM	1975-76	2277
289	1745-06	HYD. PRESS	ARCO-WHITNEY	GPM	1975-76	2277
290	1745-07	HYD. PRESS	ARCO-WHITNEY	GPM	1975-76	2277
291	1745-08	HYD. PRESS	ARCO-WHITNEY	GPM	1975-76	2277
292	1745-15	HYD. PRESS	ARCO-WHITNEY	GPM	1989-90	2277

293	1747-02	HYD.PRESS 3 SPINDLE	ARCO-WHITNEY	GPM	1975-76	2277
294	1747-03	HYDRAULIC PRESS	ARCO-WHITNEY	GPM	1989-90	2277
295	1747-05	HYD.PRESS 3 SPINDLE	ARCO-WHITNEY	GPM	1976-77	2277
296	1748-01	HYD. PRESS	INDUDYOG	GPM	1976-77	2277
SECTION: PRODUCTION PLANNING TOOLS (PPT)-LMS						
297	1298-02	MILLING MACHINE M1TR	HMT	GPM	1976-77	2123
298	1412-19	SINGLE SPINDLE DRILLING-D 13	HMT	GPM	1976-77	2123
299	1503-07	PEDESTAL GRINDING M/c WITH FACE GR.	GRIND TOOLS	GPM	1975-76	2123
300	1521-09	CYL. GRINDER K130-800U	HMT	GPM	1975-76	2123
301	1564-02	CARBIDE LAPPING MACHINE	HMT - GT 20	GPM	1974-75	2123
302	1564-06	CARBIDE LAPPING MACHINE	HMT - GT 20	GPM	1974-75	2123
303	1576-03	U.T.C. GRINDING M/C	MTC	GPM	1975-76	2123
304	1576-06	U.T.C. GRINDING M/C	MTC	GPM	1975-76	2123
305	1576-07	U.T.C. GRINDING M/C	MTC	GPM	1975-76	2123
306	1576-08	U.T.C. GRINDING M/C	MTC	GPM	1975-76	2123
307	1576-09	U.T.C. TOOL & CUTTER GRINDING M/C, NES	MTC	GPM	1975-76	2123
308	1832-01	TOOL PRE-SETTER NES	MESSMA-KELCS	GPM	1991-92	2123
309	1832-02	TOOL PRE-SETTER HMS	V-320E	GPM	1999-00	2123

B. LIST OF FACTORY EQUIPMENTS

S. No.	Description	Make /MIS No.	Qty.	Year of Installation
1	Air compressor, VAR-1574, CAP-1.5 cum	KG KHOSLA	1	1975
2	Air compressor VAR-087, CAP- 56 cft	KG KHOSLA	1	1981
3	Air compressor VAR-5986, CAP- 56 cft	KG KHOSLA	1	1993
4	Air compressor VAR-5971, CAP- 56 cft	KG KHOSLA	1	1993
5	Air compressorthpc-300, NAGATA, CAP-250 Lt.	ELGI	1	1985
6	Air compressor HAR-20406, CAP-250 Lt.	KG KHOSLA	1	1988

PIM & RFP FOR LEASE OF MANUFACTURING FACILITIES OF HMT TRACTOR DIVISION

S. No.	Description	Make /MIS No.	Qty.	Year of Installation
7	MTA welding transformer set	ADVANI OERLIKON	1	1977-78
23	Electric platform truck (JAMBO)	JOST's	6	2003-04
24	Floor scrubbing machines	DEL STAR ESSEN JOY	2 1	1988-89 1991-92
25	Bench drilling machine	HMT	1	1974-75
26	Pedestal grinder (1503-08)	AMC	1	1977-78
27	Welding set	ADVANI OERLIKON	1	1977-78
28	Battery charger 24V	JOST's	7	1990-91
29	Battery charger 36 V	JOST's	2	1979-80
32	Air compressor HAR-11734, CAP- 250 Lt.	ELGI	1	1981
33	Double pedestal grinder	BATLIBOI	1	1964-65
34	Specimen cutting machine model:SSW-15	MACMAN	1	1992-93
35	Superficial hardness tester	ROCKWELL	1	1976-77
36	Rathenow metal spectroscope	SCIENTIFIC INST.	1	1983-84
37	Electro-magnetic crack detector	MEGNA	1	1981-82
38	Union portable metallurgical microscope	UNION	1	1983-84
39	Microprocessor analyser model 901 (with accessories)	ORION RESEARCH	1	1983-84
40	"HEATREAT" electric industrial furnace chamber	FURNACE MFG. CO.	1	1984-85
41	VR sand rommer / VUN(M) universal strength M/C meter		1	1992-93
42	Electronic spring testing machine	JUST MACHINE	1	2002-03
43	Portable hardness tester	MAIER & Co.	1	1983-84
44	Teble model spectrometer	MELATECH INDUS.	1	2004-05
45	Tensile testing M/C 500 KG capacity	BLUE STAR	1	1993-94
46	Rubber hardness tester as per IS-3400	MANISH INDUS.	1	1993-94
47	Manish flow cup NO. 4 with stand	MANISH INDUS.	1	1993-94
48	Electronic weighing balance	LABORATORY INS.	1	2003-04
49	Portable electric polisher	BUEHLER LTD.	1	1983-84
50	Spectro photometer digital	SYSTRONICS	1	1989-90
51	Portable hand grinder	WOLF	1	1983-84
52	Rotary cutting die		1	1993-94
53	Aging oven NSK 143 and aging oven with circulating fan	OSWAL	1 SET	1992-93
54	High volume air sampler APM 410 with attachment of gases	ENVIROTECK PVT LTD	1 SET	1988-89
55	Micro test fd digital coating thickness testing gauge	PULSECHO SYSTEMS	1 SET	1992-93
56	Emission spectrometer for analysing of iron, Al, Cu	RAMAN INSTRU.	1	2005-06
57	Carbon silicon analyser	SRI LAKSHMI	1	2005-06
58	Auto hot tensile tester	SRI LAKSHMI	1	2005-06
59	Drying oven	SCIENTIFIC INST.	1	1975-76
60	Mould strength tester	MODI TESTING	1	1988-89
61	Core hardness tester	MODI TESTING	1	1987-88
62	Electric furnace	WESMAN	1	1984-85
63	Image analyser	MEDIMAGE TECH.	1	2005-06

PIM & RFP FOR LEASE OF MANUFACTURING FACILITIES OF HMT TRACTOR DIVISION

S. No.	Description	Make /MIS No.	Qty.	Year of Installation
64	Bench grinder	WOLF	1	1989-90
65	Chassis dry off oven & baking oven	TAL	1	2007-08
66	Hydraulic scissor table	INDUDYOG	1	1988-89
67	Hot water high pressure cleaning equipment	JET STEAM	1	1992-93
68	Primer/ painting booth	BULLOWS	1	1988-89
69	Thermic fluid boiler	THERMAX	1	1988-89
70	Paint containers CAP. 45 LTRS.	BULLOWS	4	1988-89
71	Air compressor HAR-14799, CAP-250 Lt.	KG KHOSLA	1	1981
72	Double pedestal grinder	GRIND TOOLS	1	1975-76
73	Welding transformer	PROTECH SOLUTION	1	2006-07
74	Air compressor HAR-914, CAP-250 Lt.	KG KHOSLA	1	1996
75	Air compressor VAR-20625248, CAP-100 PSI-G	INGERSOL	1	2006
76	Sonicut metalurgical lab. Cutting machine	SONICUT	1	1992-93
77	Hydraulic scissor table	BUC	1	2003-04
78	Bench grinder	WOLF	2	1989-90
79	Tumbler drum	LOCAL MAKE	1	1975-76
80	Bench grinder		1	
81	Air compressor HAR-T-735, CAP-250 Lt.	INGERSOL	1	1981
82	Air compressor HAR-15974, CAP-250 Lt.	KG KHOSLA	1	1982
83	E.O.T. CRANES, CAP- 500 KGS	BATLIBOI	2	1991-92
84	Oven electrically heated	WESMAN	1	1975-76
85	Weighing machine	SURIRS	1	1975-76
86	Punching machine for number punching	BRADMA	1	1992-93
87	Rectifier	SOUTH EASTREN	2	1981-82
88	Exhaust system for smoke (engine testing shop)	CONT. AIR CONTROL	1 UNIT	2001-02
89	Air compressor HAR-22464, CAP-250 Lt.	KG KHOSLA	1	1996
90	Double pedestal grinder	GRIND TOOLS	1	1975-76
91	Welding sets	JAY ARC	2	1999-2000
92	Double pedestal grinder	GRIND TOOLS	1	1975-76
93	Cutter setting machine- SKK2	OERLIKON	1	1975-76
94	Welding set	PROTECH SOLUTION	1	2006-07
95	Air compressor HAR-22467, CAP- 250 Lt.	KG KHOSLA	1	1991
96	Sheet metal painting plant josts- old	JOST's	1	1975-76
97	Rim painting line with thermic fluid boiler	THERMAX	1 UNIT	1988-89
98	Paint containers	BULLOWS	2+7	1988-89
99	Sheet metal painting line (old)	JOSTS	1 UNIT	1981-82
100	Paint containers, CAP-45 LTRS. (2 Josts Plant, 1- Dispatch Area)	BULLOWS	3	1987-88
101	Paint containers, CAP-22 LTRS. (Dispatch Area)	BULLOWS	1	1981-82
102	Sheet metal painting plant new	HEDEN	1	2008-09
103	Pre treatment plant for sheet metal components	INTECH	1	2009-10
104	Effluent treatment plant	INTECH	1	2009-10
105	Electrostatic painting equipments with pant kitchen	INTECH	1 UNIT	2009-10

PIM & RFP FOR LEASE OF MANUFACTURING FACILITIES OF HMT TRACTOR DIVISION

S. No.	Description	Make /MIS No.	Qty.	Year of Installation
106	Dm plant	INTECH	1 UNIT	2009-10
107	Chemical transfer pump	INTECH	1 UNIT	2009-10
108	Paint transfer pumps	INTECH	3	2009-10
109	De-sludging equipment	INTECH	1	2009-10
110	Paint containers	INTECH	6	2009-10
111	Paint containers CAP. 90 LTRS.	BULLOWS	2	1984-85
112	Paint containers CAP. 45 LTRS.	BULLOWS	4	1984-85
113	Washing booth for chassis	BULLOWS	1	1974-75
114	Moustore drying oven for chassis	BULLOWS	1	1974-75
115	Primer booth	BULLOWS	1	1974-75
116	Painting booth	BULLOWS	1	1974-75
117	Baking oven for paint	BULLOWS	1	1974-75
118	Paint containers, CAP-90 LTRS.	BULLOWS	2	1974-75
119	Paint containers, CAP-45 LTRS.	BULLOWS	15	1974-75
120	Paint containers, CAP-22 LTRS.	BULLOWS	2	1974-75
121	High pressure hot water jet cleaning machine	WEP	2	1990-91
122	Hydraulic scissor table	INDUDYOG	1	1988-89
123	Oil pouring machine	DANFOSS	1	
124	Number punching machine	BRADMA	1	1992-93
125	Electrical rectifier	USHA	1	1975-76
126	Tyre mounting machine		1	1990-91
127	Exhaust system for smoke (bridge out stage)	ALVIND INDUSTRIES	1	1998-99
128	Roller (weight) 1200 & 1600 kgs.	LOCAL MAKE	1 EACH	1974-75
129	Oil filtration system	SPAN ASSOCIATES	1	2004-05
130	Pedestal grinders	GECO ENGG.	2	1974-75
131	Hyd. Pressing equipments for front axle bushes	ARCO WHITNEY	2	1973-74
132	Air compressor HAR-14903, CAP-250 Lt.	KG KHOSLA	1	1981
133	Welding machine	ADVANI OERLIKON	1	1980-81
134	Thermo forming machine		1	1980-81
135	Tin packing machine (Qty.03) SRS:200:SB		3	
136	Weighing machine (Qty.02) 200KG/500KG		2	
137	Strapping machine (Qty.01)		1	
138	Air compressor HAR-14902, CAP-250 Lt.	KG KHOSLA	1	1981
139	Air compressor HAR-0472, CAP-250 Lt.	INGERSOL	1	2005
140	Pressure feed spray gun model:230	BULLOWS	1	1980-81
141	Air compressor model:2HA2TER WITH ELECTRICALS	KHOSLA-CREPELLE	1	1980-81
142	Air compressor model:2HA2TER with electrical (TR.FDY)	KHOSLA-CREPELLE	1	1982-83
143	LADLE pre-heater	MODEL:INA	1	1983-84
144	Painting equipment with paint stirrer and conveyor	JOST's	1 UNIT	1993-94
145	Venting device for sand mould	SISSCO	1	1980-81
146	Sand plant	BDM FOUNDRY	1 UNIT	1992-93
147	Air compressor model 2HA2	KHOSLA-CREPELLE	1	1992-93

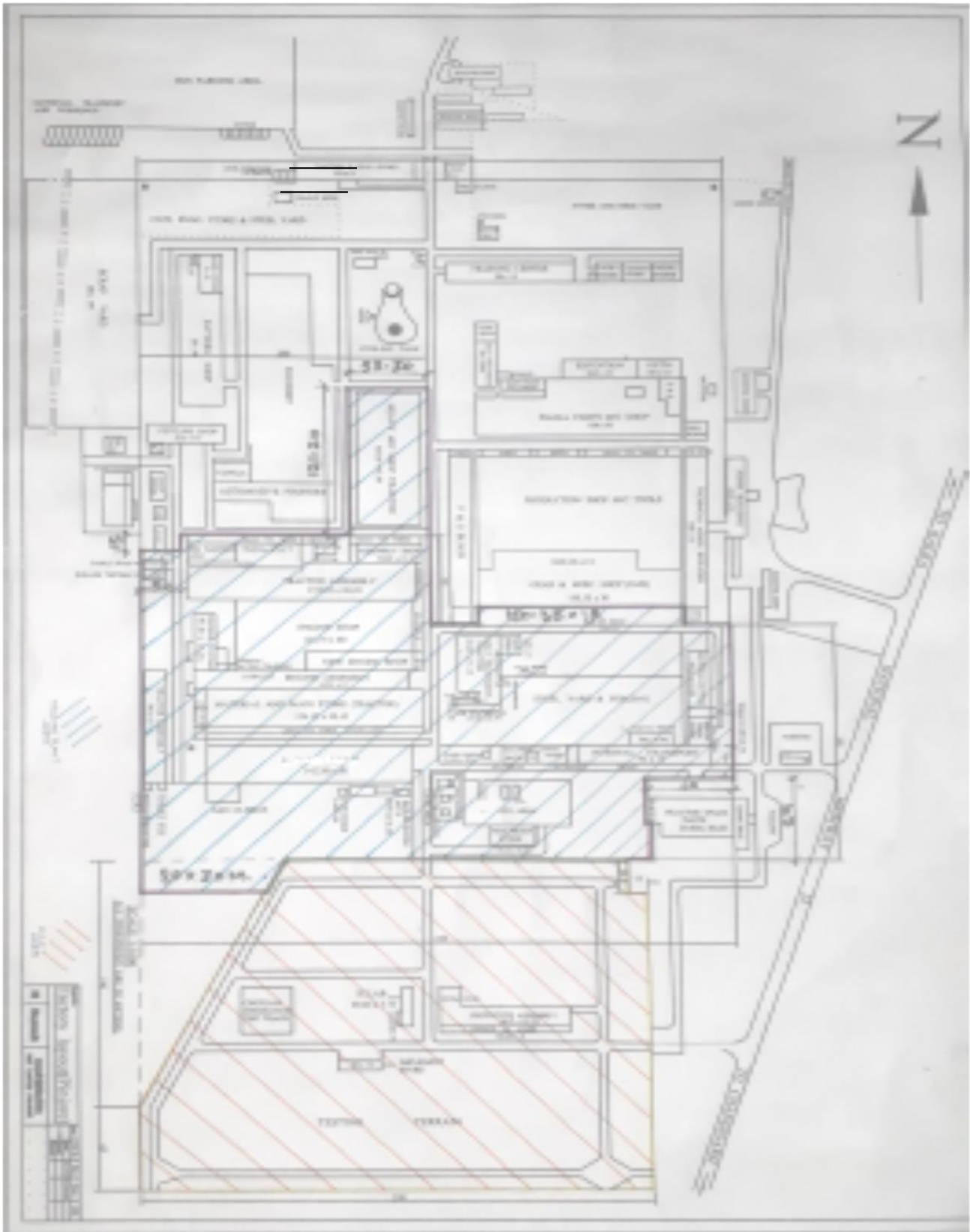
PIM & RFP FOR LEASE OF MANUFACTURING FACILITIES OF HMT TRACTOR DIVISION

S. No.	Description	Make /MIS No.	Qty.	Year of Installation
148	Air compressor model 2HA2	KHOSLA-CREPELLE	1	1984-85
149	Medium high pressure automatic simultaneous jolt squeeze platra draw moulding machine	HEINER-WANGER	1	1980-81
150	Flexible moulding line PLC controlled 60 pallets	SHREE SHAKTI	1	2009-10
151	Paint fumes exhaust system in moulding area	CONT. AIR HANDLING	1	1986-87
152	Shell core shooter , LPG heating	SHELCO USA	2	1980-81
153	Shell core shooter electrically heated	SHUSHA	1	2006-07
154	Vertical oven (oil fired)	WESMAN	1	1993-94
155	Hot air oven (electric)	SISSCO	1	1980-81
156	Intensive mixer TM-160	BMD	1	1980-81
157	Batch mixer (CAP. 300 KG)	BMD	2	1980-81
158	Knock out equipment	BMD	2 SETS	1980-81
159	Shot blasting machine (HANGER TYPE)	VULCAN LAVAL	1	1980-81
160	Medium frequency induction melting furnace 2 MT	ABB	1 SET	1993-94
163	Swing frame grinders	AMC	5	1991-92
164	Pedestal grinders	FORBES	2	1984-85
165	Moulding boxes	HMT	24 30	1981-82 2009-10
166	Welding set	ADVANI OERLIKON	2	1991-92
167	Core sand mixer	WESMAN	2	1980-81
168	Sand drier	WESMAN	1	1980-81
169	Mono rails 2MT	BATLIBOI	11	1992-93
170	Mono rails 1MT	BATLIBOI	2	1992-93
171	Mono rails 500 KG	INDEF	2	1992-93
172	Stub roller conveyors	ADVANCE DYNAMIC	2	1980-81
173	Ladle , CAP.-2 MT	PARKASH FABRICAT.	6	1980-81
174	EOT Cranes 5 MT	GREAVES COTTON	2	1992-93
175	EOT Cranes 3 MT	RODINGER	1	1992-93
176	Pattern equipment for GB HSG. 2011 1816	FEBRITECH	1 UNIT	1994-95
177	Pattern equipment for MT HSG. 2225 8001	ACCURATE PATTERN	1 UNIT	2005-06
178	Pattern equipment for RA HSG. 4028 0300/0400	ACCURATE PATTERN	2 UNIT	2005-06
179	Sheet metal painting plant	JOST's	1 UNIT	1988-89
181	Bench drilling machine	HMT	1	1974-75
182	Battery charger 36V	JOST's	1	1979-80
183	Welding set	ADVANI OERLIKON	1	1977-78
184	Hydraulic press	ARCO WHITNEY	1	1975-76
185	Pedestal grinder	GECO ENGG.	1	1983-84
187	Jib crane STE-24	KELTRON	1	1988-89

C : List of R & D Equipment

S.No.	Description	Make/MIS No.	Qty.	Year of Installation
1	Swirl Test Rig	ARAI	1	1992
2	Engine Testing Lab(Old)		1	1983
3	Voltas Split AC model Vector	Voltas	3	
4	Voltas AC Window Type Model Crystal	Voltas	1	
5	Hydraulic Jack 8 Tonnes capacity with lock and release knob		1	
6	Pallet Roll 2 Ton capacity	Gujrat	1	
7	GMT Make Cast Iron Angle Plate 450x3000x350mm Grade-II (Machined)	Guindy M/c Tools	1	1986
8	Emission Testing Laboratory on TURN Key Basis	AVL	1	
9	Jib Crane along with hoise rotating angle 180°Cap. 1.5 Ton	Botliboi	1	1986
10	C.I.Surface Plate 1000x1000mm Drg LD5-187	H.R. Trading Co.	1	1986
11	Cast Iron Inspection Bench, admit between centre-500mm, Height of centre 160mm	Mini M/c Tools	1	1986
12	Portable Gantsu Crane	Fibro Industries	1	
13	Battery Charge/ Discharge Tester for Single cell of 2V		2	
14	Battery Capacity Tester BCT-5		2	
15	Hand Shearing Machine Gear Driven Model V-56/300	Botliboi	1	1989
16	Heavy Duty double end Pedestal Grinder	Botliboi	1	1988
17	Fly Press, Ball type	Machinery & Tools	2	1993
18	Portable Gantry Crane, 10 Tons	National Engg.	1	1992
19	Welding & Cutting Set	Indian Oxigen Ltd.	1	1987 1988
20	Hand Press		1	

ANNEXURE A: FLOOR PLAN OF THE DEMISED PREMISES



IN WITNESS WHEREOF the Parties have executed this Agreement at _____ on the day and date first herein written:

LESSOR

LESSEE

[•]

[•]

By [•]
Authorized Representative

By [•]
Authorised Representative

In the presence of

Witnesses:

1.

2.