

# PITHAMPUR AUTO CLUSTER



## **INVITES PROPOSAL**

*for*

**O & M CONTRACT FOR OPERATION, MAINTENANCE  
& MANAGEMENT OF TOOL ROOM & TECHNICAL  
SERVICE CENTRE**



**OPENING OF RFP SUBMISSION : 14/02/2020 AT 10.30AM**

**LAST DATE FOR SUBMISSION OF RFP : 06/03/2020 AT 03.00 PM**

**OPENING OF THE RFP COVER 1 AND 2 : 06/03/2020 AT 04.00 PM**

**OPENING OF THE RFP COVER 3 : 07/03/2020 AT 04.00 PM**

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## **PITHAMPUR AUTO CLUSTER**

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Indore-452001 Ph:0731-4987081-84, Email:-md.pacl@gmail.com,  
Website:www.pithampurautocluster.com



# PITHAMPUR AUTO CLUSTER

126, Kanchan Bag, Opp. Hotel Crown Palace, Indore

No: PAC/IND/2019-20/438

Date: 12.02.2020

## INVITES PROPOSAL

for

**O&M Contract For Operation, Maintenance & Management  
of Tool Room & Technical Service Centre**



Pithampur Auto Cluster (PAC) had developed a Tool Room & Technical Service Centre facilities in the year 2009 at 113/2 A, Harnia Khedi, A.B. Road, Opp. Veterinary College, Tehsil - Mhow, Dist. - Indore (M.P.) with total initial investment of Rs.47.40 crores, spread on nearly 5 acres land. Since inception these facilities are being operated & Managed by M/s Indo Toolings Pvt. Ltd. (in consortium with M/s. JMB Auto Ltd. Gurgaon and Sandhar Technologies Pvt. Ltd., Gurgaon). As the current O&M Contract has already expired, PAC is looking for an entity capable to take the responsibility to operate, maintain and manage the Tool Room and Technical Service Centre facilities on as is where is basis for a period of next 10 years. The complete details of the proposal may be seen at our website [www.pithampurautocluster.com](http://www.pithampurautocluster.com)

**Closing Date: 06.03.2020**

**For any further information/clarification you may contact CFO, PAC on Telephone No. 0731-4987081**

## **PREAMBLE**

Government of India in November, 2004 has sanctioned a project for providing common infrastructure facilities to the Auto mobile Industries situated in the Pithampur Industrial area and nearby Industrial region under the Industrial Infrastructure Up-gradation Scheme (IIUS) of DIPP. The main components sanctioned under this project were Tool Room, Technical Service Center, ITI, SME Center, Road Infrastructure Upgradation and Administrative Complex. This project was implemented under PPP model through an SPV named Pithampur Auto Cluster which is a section 8 company i.e. an organization not profit having it's registered office at 126, Kanchanbagh, Opp. Hotel Crown Palace, Indore.

The Tool Room & Technical Service Centre facilities developed by PAC under this project is spread on nearly 5 acre land with total initial investment of Rs.45.50 crores on building, Plant, and Machinery etc. For Operation and Management of this tool room an agreement was executed in July, 2009 with the O & M Operator M/s Indo Toolings Pvt. Ltd. (in consortium with M/s. Jai Bharat Maruti, Gurgaon and Sandhar Technologies Pvt. Ltd., Gurgaon). As the current O&M agreement has already expired in June, 2019 PAC is looking for an agency capable to take the responsibility to operate, maintain and manage the Tool Room and Technical Service Centre facilities on **as is where is basis**, after the expiry of current O&M agreement, with effect from the date to be finalized subsequently.

## **DISCLAIMER**

This Document does not purport to contain all the information each Bidders may require. This document may not be appropriate for all persons, and it is not possible for PAC and their employees or advisors to consider the investment objectives, financial situation and particular needs of each Bidder. Certain Bidders may have a better knowledge of the proposed project than others. Each bidder should conduct its own investigations and analysis, and should check the accuracy, reliability and completeness of the information in this document and obtain independent advice from appropriate sources. PAC and their employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this document. PAC may at their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this document.

This document contains broad terms and conditions for award and operation of O & M Contract, the bidders are advised that the assignment shall be govern by the terms and conditions to be stipulated in the

Agreement to be executed. In case of any inconsistency or dispute on any issue, the O & M agreement shall prevail upon all such other documents.

In case of any dispute or difference of opinion on interpretation of any definition, clause or terms of RFP between the parties, the decision of the board/Tool Room Committee of PAC shall be final and binding upon all the parties.

## **LIST OF ABBREVIATIONS**

<b>PAC</b>	Pithampur Auto Cluster
<b>EOI</b>	Expression of Interest
<b>GoMP</b>	Government of Madhya Pradesh
<b>GoI</b>	Government of India
<b>IIUS</b>	Industrial Infrastructure Upgradation Scheme
<b>JV Company</b>	Joint Venture Company
<b>JV Partner</b>	Joint Venture Partner
<b>LoA</b>	Letter of Acceptance
<b>LCVs</b>	Light Commercial Vehicles
<b>MPIDC</b>	MP Industrial Development Corporation Ltd.
<b>MoU</b>	Memorandum of Understanding
<b>NPV</b>	Net Present Value
<b>O &amp; M</b>	Operation, Maintenance and Management
<b>O &amp; M Agreement</b>	Operation, Maintenance and Management Agreement
<b>RFP</b>	Request for Proposal
<b>SPV</b>	Special Purpose Vehicle (Company)
<b>LCM</b>	Lead Consortium Member
<b>TDS</b>	Tax deducted at source
<b>GST</b>	Goods and Service Tax

## **DEFINITIONS**

### **Agreement/O & M Agreement**

The Operation, Maintenance & Management Agreement to be entered into between the Pithampur Auto Cluster and the Operator, including any amendments and modifications thereof from time to time.

**Bid**

The proposals submitted by the prospective Bidders in response to this Request for Proposal Document issued by PAC.

**Bidder**

Bidding Firm or Bidding Consortium, as defined below that has submitted a Bid in response to this Request for Proposal Document.

**Bidding Firm**

If a single Firm makes the Bid for the Project, it shall be referred to as Bidding Firm. The Bidding Firm can be a proprietorship firm/ a partnership firm / Private. Ltd. Company/ Public Ltd. Company (as defined in the Companies Act)/ a Foreign Company fulfilling the eligibility criteria.

**Bidding Consortium**

If more than one Firm/Entity makes the Bid for the Project jointly, then this group of entities shall be referred to as a Bidding Consortium.

**Corrupt practice**

means behaviour on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves and/or those close to them, or induce other to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving or soliciting or anything of value to influence the action of any such officials in the procurement process or in contract execution; and

**Depreciation**

Depreciation under Companies Act, 2013 for the purpose of financial accounting and for the purpose of income tax calculation as provided under the provisions of Income Tax Act,1961.

**Document / Bid Document**

This Request is for Proposal Document.

**Fraudulent practice**

means a misrepresentation of facts in order to influence a procurement process or execution of a contract to the detriment of the borrower, and includes collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the borrower of the benefits of free and open competition).

**Lead Consortium Member (LCM)**

In case of a Bidding Consortium, the Lead Consortium Member (LCM) shall be the Member Entity /Company vested with the prime responsibility of Operation, Maintenance and Management of Tool Room & Technical Service Centre.

**Member Entity**

Each Entity in the Bidding Consortium shall be referred to as a Member Entity and includes a proprietorship firm, Partnership firm, Pvt. Ltd Company or a limited Company or a foreign Company.

**Operator**

The Bidding Company/Bidding Consortium identified as the Successful Bidder and responsible for Operation, Maintenance and Management of the Tool Room and Technical Service Center set up by PAC.

**Request for Proposal**

This Document, being issued to the prospective Bidders, asking for their Bids.

**Successful Bidder**

The Bidder selected for the purpose of O & M of the Tool Room and Technical Service Centre.

**Tool Room Committee**

Means a committee of directors constituted by board of PAC in its 54<sup>th</sup> meeting held 26/11/2018.

**Corrupt and Fraudulent Practices**

The bidders are expected to observe highest standard of ethics during procurement and execution of contract. If any bidder is found to be involved in corrupt and fraudulent practices, his bid shall be liable to be rejected summarily.

**INTRODUCTION & BACKGROUND**

Pithampur is one of the largest Growth Centers in Central India, developed by the MPIDC RO Indore formerly known as Madhya Pradesh Audhyogik Kendra Vikas Nigam (Indore) Ltd.. The Growth Centre is located 30 kms away from the city of Indore which is a commercial capital of Madhya Pradesh, on the Mhow-Neemuch State Highway at a distance of 16 km from National Highway No.3 (Agra-Mumbai Road) and is spread across an area of nearly 1,900 hectares.

In addition to Pithampur, MPIDC RO Indore has also developed smart industrial park at Kheda, multi product special economic zone in district

Dhar and readymade complex, electronics complex, namkeen cluster at Indore. Well known industrial area of Dewas, hatod, ujjaini and maksu are also at very reasonable distance from the location of the tool room. The total industrial investment in the western part is more than Rs.50,000 crores, hosting more than 2000 industries which includes nearly 300 industries of large category including OEMs such as VE Commercial Vehicles, Force Motors, AVTECH, LIUGONG, Case New Holland etc. supported by more than 100 auto ancillary units.

### **OBJECTIVES & TERMS OF REFERENCE OF RFP**

In order to run the facility PAC will enter into a O&M agreement with the selected Operator, having the experience, capability, expertise for the Operation, Maintenance and Management of Tool Room and Technical Service centre on as is where is basis.

PAC shall give concession to Operate, Maintain & Manage the facilities to the selected bidder who offers maximum return by way of user charges payable monthly. PAC expects a reasonable return on its investment incurred setting up of the facilities.

The Operator shall use the facilities for the purpose of Operation, Maintenance and Management as per the O & M scope defined in responsibilities of O&M Operator, during the concession period and handover back on expiry of the period unless further period has been granted by PAC. It will be responsibility of the Operator to keep the facilities, machineries and equipment in good working condition with proper repair, maintenance and replacement of worn out parts.

PAC through its representative shall have right to access the premises at any time during business hours and shall obtain all such information which it may feel necessary to safeguard the interest and properties.

### **LOCATION**

The Tool Room & Technical Service Centre facilities are located at 113/2 A, Village Harnia Khedi, A.B. Road, Opp. Veterinary College, Tehsil – Mhow.

### **CURRENT STATUS**

In the year 2009 PAC had developed the Tool Room & Technical Service Centre facilities on around 5 acre land with total initial investment of Rs.45.30 crores towards building, Plant, and Machinery etc. This Tool Room is equipped with latest and modern imported machineries i.e.CNC-5axes, CNC-3+2axes, CNC-3axes and other machineries of reputed companies. M/s Indo Toolings Pvt. Ltd. a joint venture of M/s. Jai Bharat Maruti, Gurgaon and Sandhar Technologies Pvt. Ltd., Gurgaon

was given the responsibility to operate and manage this facility for a period of 10 years w.e.f. July-2009.

In April, 2019 we get the valuation done of the assets of the tool room from an independent government registered valuer M/s. R. K. Patel & Co., Vadodara. As per its valuation report the present fair market value of the assets of the tool room (excluding land) is nearly around 29.75 crores. The referred valuation report containing the complete details of the assets and plant & machineries, may be seen at **Annexure – A**.

### **Responsibilities of selected O&M Operator**

- The Operator shall be responsible for operation, maintenance and management of the facilities. The operator shall make all arrangement to attract the industries to avail the facilities.
- The Operator shall be responsible for all statutory compliances of Provident Fund, ESIC, Labour laws, Income tax, GST, Excise, Sales Tax, VAT, Service tax or any other taxes and levies in all respect.
- The Operator shall use the assets in the most efficient manner to generate maximum revenue ensuring its safety and security.
- The Operator shall incur all the operating expenses and shall also disburse salaries and remunerations, labour charges to the employees and labours. The Operator shall pay and deposit all statutory liabilities well within time stipulated.
- The operator, shall be responsible for management of the facility and shall be liable to fulfill all statutory requirements with regard to maintenance of financial records, preparation of financial statements, assessments etc.
- The Operator shall ensure deduction of tax in accordance with the appropriate laws and its compliances as regards to deposit.
- Operator shall maintain all the equipment, machineries and building in good condition and shall incur all the necessary expenditures for well maintenance of the assets of facility.
- The Operator shall not create any sort of charge, mortgage, lien or hypothecation on the assets of PAC. The Operator shall ensure that the properties of PAC does not fall under any attachment for any default or act of Operator. Operator shall disclose and declare that the facilities are owned by PAC.



- The Operator shall maintain all the ethics and business prudent while carrying on its activities.

### **O & M Expenses**

The Operator shall incur all the operating and other expenses. The Operator shall liable to pay and deposit all statutory taxes, cess, charges, liabilities well within time. The Operator shall appoint all the employees and shall pay all their remuneration, salary, wages, allowances, fringe and benefits. In any case, there shall be no factory Act, Gratuity, Bonus, Provident Fund, ESICS etc.

Depreciation on the properties of PAC shall be availed and used by PAC, it is made clear that the Operator shall have no right to claim any depreciation on the properties owned by PAC and used by the Operator under O & M contract.

### **Insurance**

The facilities shall be insured by the Operator against all risk. In case of failure of the Operator to get the properties insured, the PAC shall get the proper insurance cover at the cost of the Operator.

### **User Charges**

The selected Operator shall pay user charges commencing from the date of handing over the facilities on monthly basis. The Operator shall pay to PAC, prevailing applicable tax or levies in addition to user charges amount.

### **Taxes, Levies**

PAC shall pay property tax to municipal corporation or any other local authority, however water charges and any other service charges shall be payable by the Operator for use of services provided by local or other authorities.

### **Period of Contract**

The period of contact of O & M shall be 10 (ten) years from the date of handing over possession of the facilities to the Operator. The period of contract may be further extended with the mutual consent of both the parties.

**AMENDMENTS TO RFP DOCUMENT**

At any time prior to the deadline for submission of Proposal, PAC may, for any reason, whether at its own initiative or in response to clarifications requested by any Bidders, modify the RFP Document by the issuance of Addendum. Any Addendum thus issued shall be displayed on the Website of PAC. In order to give the Bidders a reasonable time in which to take an Addendum into account, or for any other reason, PAC may, at its discretion, extend the Proposal Submission Due Date.

**BIDDERS RESPONSIBILITY BEFORE PROPOSAL SUBMISSION**

The Bidders shall be responsible for all of the costs associated with the preparation of their Proposal and their participation in the selection process. PAC will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the selection process. The Bidders shall ensure that their Proposal is complete in all respects and conforms to all requirements indicated in the document.

**SITE VISIT, RELEVANT STUDIES AND FIELD INVESTIGATIONS:**

The Bidders may visit and examine the site and obtain for themselves, at their own responsibility and cost, all the information and data that may be necessary for preparing their Proposal, and entering into Contract. The costs of visiting the site, and undertaking any further studies and investigations shall be at the Bidder's own expense. The Bidder and any of his personnel or agents will be granted permission by PAC to enter upon their premises and lands for the purpose of such inspection. The bidder would also be provided with the detailed design descriptions of the proposed Tool Room & Technical Services Centre building. The bidders are required to carry due diligence regarding the conditions of the assets of Tool Room & TSC at it's own.

**ULTIMATE EFFECT OF OPERATION & MAINTENANCE AGREEMENT**

The Tool Room & Technical Services Centre related information, which has been provided in this document, is intended to guide the Bidders in preparing their Proposal only. PAC shall not stand guarantee for and shall not be held responsible for the veracity of the data which has been provided in this document. In case of any variation of any terms or condition or in interpretation of any clause, provisions of RFP and Operation & Maintenance Agreement, under such circumstance, the Operation & Maintenance Agreement shall prevail upon RFP in all respect and any contradiction to the Operation & Maintenance Agreement shall void.

## **BIDDER QUALIFICATION**

### **a. WHO CAN BID**

- I. If the Bidding is made by a single entity, it could be a proprietorship firm/ a partnership firm, / Pvt. Ltd. Company/ a Public Ltd. Company/ foreign company (as defined in the Companies Act).

OR

- II. In case of bidding in consortium, members of a Bidding Consortium could be either proprietorship firm/s/ Partnership firm/ Pvt. Ltd Company/ limited Company or foreign Company. In case of a Bidding Consortium, the Lead Consortium Member (LCM) shall be that Consortium Member vested with the prime responsibility of developing the Project and there can be a maximum of 2 members in a Consortium. Bidding Consortia not complying with the above may be disqualified from further evaluation

### **b. ELIGIBILITY CRITERIA**

- I. The bidder must be engaged in Tool Room / Technical Service Centre independently or through Automobile Manufacturing Industry / Auto Components Manufacturing for at least 5 years and
- II. The minimum investment of bidder in its existing Tool Room/ Technical Service Centre facility as on 31/03/2019 must be 25 crores.
- III. The average annual turnover of the bidder during last 3 financial years i.e. 2016-17, 2017-18, 2018-19 must be not less than Rs.25 Crores out of which at least Rs.15 Crores from dies and tools manufacturing. and
- IV. Having at least 100 employees in its tool room

**Exemption :** The current O&M operator M/s. Indo Toolings Pvt. Ltd. shall be exempted from fulfilling the above mentioned eligibility criteria and shall be deemed to be qualified for making commercial bid.

## **FEES AND DEPOSITS TO BE PAID BY THE BIDDERS**

### **COST OF DOCUMENT**

The cost of document is Rs.50,000/- (Rupees Fifty Thousand Only) which is non refundable and to be paid by the bidder by way of demand draft in the name of Pithampur Auto Cluster payable at Indore.

### **BID SECURITY**

Bidders are required to submit a Bid Security for an amount equal to **Rs. 10,00,000/- (Indian Rupees Ten Lakhs Only)**. The Bid Security shall be in the form of Bank Guarantee of Rs. 10 lacs. The Bid Security Format is provided in **Annexure - C**. Bids of Bidder(s), who fail to furnish the above

referred bid security, shall be liable for rejection by PAC as non-responsive.

Subject to the other clauses of this RFP, PAC shall reserve the right to forfeit the Bid Security (by invoking the Bank Guarantee) under the following circumstances:

- a. If a Bidder is found to be providing false information to secure the bid in his bid documents.
- b. If the Bidder withdraws his Bid at any time during the stipulated period of Bid validity as may be extended from time to time.
- c. If the Bidder, for the period of Bid validity:
  - i. Commits a material breach of any of the terms and/ or conditions contained in the RFP Document and/ or subsequent communication from PAC in this regard and / or
  - ii. fails or refuses to execute Agreement in term of this RFP (in the event of the award of the contract to him) within stipulated time and/or
  - iii. fails or refuses to furnish the Performance Guarantee within the stipulated time (viz. 30 days from the issue of the Letter of Acceptance to him).

In the event that any Bidder is fail to qualify, then the Bid Security (i.e. Bank Guarantee) of such Bidders shall be returned alongwith the unopened Cover 3 of their Commercial Bid.

The Bid Security of the Successful Bidder shall be required to be maintained until the signing of O&M agreement.

The Bid Security of the second and third highest Bidders shall also be retained until the signing of O&M agreement with the selected bidder.

### **Performance Guarantee**

The Successful Bidder will be required to submit a Performance Guarantee in the form of a bank guarantee payable on any bank in India, for an amount equal to 6 months user charges. The Operator shall be required to submit the Performance guarantee before signing of O&M agreement, effective for the entire contract period. On failure of the Operator to pay users charges for accumulated period of 3 months, the O & M contract shall be terminated by PAC by giving not less than 30 days notice in writing and performance guarantee shall be revoked.

## **MINIMUM BID AMOUNT**

Bidders are required to submit commercial offer on the basis of Payment of maximum user charges, over and above the minimum users charges of Rs.12.50 crores for a period of 10 years.

## **SUBMISSION OF THE BID**

The submission of Bids by interested parties in response to the *Request for Proposal* would require being in three separate sealed covers as indicated below:

### **Cover 1: Cost of Document and Bid Security**

### **Cover 2: General Information & Technical Capability**

### **Cover 3: Commercial Offer**

#### **Cover 1– COST OF DOCUMENT AND BID SECURITY**

The Bidder shall place the demand draft of Rs.50000 towards the cost of document and Bid Security in the form of Bank Guarantee of Rs. 10 lacs in a sealed envelope, which shall be inscribed as under:

Cover 1– COST OF DOCUMENT AND BID SECURITY

Submitted by: \_\_\_\_\_(name of Bidder)

#### **Cover 2 – General information and Technical Capability**

The Bidder shall place the General Information and Technical capability details as detailed at **Annexue – B**, alongwith all relevant documents in a sealed envelope, which shall be inscribed as under:

**Cover 2 - General information and Technical Capability**

Submitted by: \_\_\_\_\_(name of Bidder)

#### **Cover 3 – Commercial Offer**

Bidders are required to submit commercial offer as per **Annexure - D** on the basis of Payment of maximum user charges, over and above the minimum users charges of Rs.12.50 crores for a period of 10 years, payable in equal monthly installments.

The Bidder shall place the Commercial Offer in a sealed envelope, which shall be inscribed as under:

**Cover 3 – Commercial Offer**

Submitted by: \_\_\_\_\_(name of Bidder)

## **INITIALING OF THE BIDS**

Each page of the Bid should be initialed by the Authorised Representative and Signatory, of the Bidding Entity / Bidding Consortium.

## **SUBMISSION OF THE BID**

All three covers of the Bid as mentioned above shall be placed in a sealed outer envelope or a box, with the following inscription:

## **PROPOSAL FOR OPERATION, MAINTENANCE & MANAGEMENT OF TOOL ROOM & TECHNICAL SERVICE CENTRE**

**Name of the Bidder:** \_\_\_\_\_

The Bidder can submit the Bid by registered post/ courier or submit the Bid in person, so as to reach the under mentioned address by the time and date stipulated. PAC shall not be responsible for any delay in submission of the Bids or for any postal delay. Any Bid received by PAC after the deadline for submission of the Bids shall not be entertained.

Bids are to be submitted to:

**Managing Director**

**Pithampur Auto Cluster**

126, Kanchan Bagh, Opp. Hotel Crown Palce,

Indore – MP

Tel : 0731-4987081-84, 4972122

Email : [md.pacl@gmail.com](mailto:md.pacl@gmail.com)

## **THE TABLE AND MILESTONES**

The bidders are expected to adhere to following time table and milestones, in case any bidder fails to adhere these time table and milestones, his bid shall be considered as non-responsible and shall be liable to be rejected.

<b>Milestones</b>	<b>Time</b>	<b>Dates</b>
Opening of RFP submission	10:30 AM	14/02/2020
Last date for submission of RFP	03:00 PM	06/03/2020
Opening of the RFP Cover 1 and 2	04:00 PM	06/03/2020
Opening of the RFP Cover 3	04:00 PM	07/03/2020

## **OPENING OF BIDS**

Cover 1, Cover 2 and Cover 3 of the Bids received shall be opened before Tool Room Committee on the date, time and place specified in this document.

## **SELECTION PROCESS**

The Bids received would be subject to a responsiveness check followed by a step-wise evaluation procedure as described below.

## **RESPONSIVENESS OF BID**

The Bids submitted by Bidders shall be initially scrutinised to establish Responsiveness. A Bid may be deemed “Non-responsive” if it does not satisfy any of the following conditions:

- It is not received by the due time and date as specified
- It does not include sufficient information for it to be evaluated and/or is not in the formats specified.
- Demand draft towards the cost of document and a valid Bid Security does not accompany it.

The Bids of “Responsive” Bidders shall be evaluated in the following steps:

### **STEP 1 (COVER 1) COST OF DOCUMENT AND BID SECURITY**

At this stage the submission of demand draft of Rs.50000 towards the cost of document and Bid Security in the form of Bank Guarantee of Rs. 10 lacs shall be examined. If the bidder failed to do so, the cover 2 & 3 shall be returned to the bidder intact without opening, considering it as non-responsive bid.

### **STEP 2 (Cover 2) GENERAL INFORMATION AND EVALUATION OF TECHNICAL CAPABILITY**

At this stage the documents submitted by the bidders pertaining to constitution of bidder and its past technical experience and financial strength will be examined/assessed. In case the bidder fail to submit the required documents or do not fulfill any of the criteria the cover 3 of the commercial bid shall be returned to the bidder intact without opening. For assessment under the Technical qualification criteria, the strength of the Lead Consortium Member (LCM) shall be considered.

### **Step 3 (Cover 3) - EVALUATION OF COMMERCIAL OFFER**

At this stage the Cover 3 of the commercial offer submitted by the bidders shall be opened. The bidder who has offered the maximum user charges for a complete contract period of 10 years, shall be termed as H1 and awarded the O&M Agreement. The second and third highest bidders shall be termed as H2 and H3.

**Preference :** As per the decision taken by the board of PAC in its 58th meeting held on 01/05/2019, the right of first refusal at the user charges offered by H1, shall be given to the existing O&M operator M/s. Indo Toolings Pvt. Ltd. In the event M/s. Indo Toolings Pvt. Ltd. do not utilize the right of first refusal, PAC shall be free to award the O&M agreement to H1.

## **INSTRUCTIONS TO BIDDERS**

All Bidders should note and abide by the following:

1. Bids that are incomplete in any respect or those that are not consistent with the requirements as specified in this *Request for Proposal* or those that do not contain the documents/letters as per the specified formats may be considered non-responsive and may be liable for rejection.
2. Strict adherence to formats, wherever specified, is required. Non-adherence to formats may be a ground for declaring the Bid non-responsive.
3. In case a Bidding Consortium is selected as the Selected Bidder, the Lead Consortium Member shall continue to remain the representative of the Operator and shall be responsible to PAC and for the fulfillment of all contractual obligations, which are binding on the Operator.
4. All communication and information should be provided in writing and in English language only.
5. All communication and information provided should be legible, and wherever the information is given in figures, the same should also be mentioned in words.
6. No change in, or supplementary information to a Bid shall be accepted once submitted. However, PAC reserves the right to seek additional information from the Bidders, if found necessary, during the course of evaluation of the Bid. Non-submission, incomplete submission or delayed submission of such additional information or clarifications sought by PAC, may be a ground for rejecting the Bid.
7. The Bids shall be evaluated as per the criteria specified in this RFP Document. However, within the broad framework of the evaluation parameters as stated in the Request for Proposal, PAC reserves the right to make modifications to the stated evaluation criteria, which would be uniformly applied to all the Bidders.



8. No Promoter/Member Entity/Bidding Company can propose to be a member of more than one Bidder for submission of the Bid for the Project. A single entity cannot propose to be member of more than one Bidder. If such is the case, then only one bid out of these would be considered at the discretion of the Tender committee.
9. The Bidder should designate one person (“Contact Person” and “Authorised Representative and Signatory”) authorised to represent the Bidder in its dealings with PAC. The Acknowledgement of Receipt of Request for Proposal Document shall be signed by the “Contact Person” and “Authorised Representative and Signatory”. This designated person should hold the Power of Attorney and be authorised to perform all tasks including but not limited to providing information, responding to enquiries, entering into contractual commitments on behalf of the Bidder etc. The Covering Letter submitted by the Bidder shall be signed by the Authorised Signatory and shall bear the stamp of the Entity thereof.
11. The Bid (and any additional information requested subsequently) shall also bear the initials of the Authorised Signatory and stamp of the Entity thereof on each page of the Bid.
12. For a Bidding Consortium, no change in the membership of the consortium, in responsibilities, or in equity commitments of any Member Entity shall be permitted after submission of the Bid. If at any stage thereafter, a change in the responsibilities or membership in the Consortium (in respect of any Member Entity) is proposed, it would need to be communicated to PAC in writing for its approval. PAC reserves the right to reject such requests for a change of consortium structure, if in its opinion; it would adversely affect the strengths of such Consortium as originally evaluated.
13. Mere submission of information does not entitle the Bidder to meet an eligibility criterion.
14. If any claim made or information provided by the Bidder in the Bid or any information provided by the Bidder in response to any subsequent query by PAC, is found to be incorrect or is a material misrepresentation of facts, then the Bid will be liable for rejection and his bid security will get forfeited. Mere clerical errors or bonafide mistakes may be treated as an exception at the sole discretion of PAC and if PAC is adequately satisfied.
15. The Bidder shall be responsible for all the costs associated with the preparation of the Bid. PAC shall not be responsible in any way for such costs, regardless of the conduct or outcome of this process.

16. PAC reserves the right to reject any or all of the Bids submitted in response to this *Request for Proposal* at any stage without assigning any reasons whatsoever.
17. PAC shall have right and authority to verify the contents and credentials of any bidders from any source, however, in case of PAC relying on such information, adversely affecting the interest of bidder, shall give an opportunity to concerned bidder to represent before committee.
18. PAC reserves the right to change any or all of the provisions of this *Request for Proposal*. Such changes would be intimated to all parties procuring this *Request for Proposal*.

#### **VALIDITY OF TERMS OF THE BID**

Each Bid shall indicate that it is a firm and irrevocable offer, and shall remain valid and open for a period of not less than six months from the last date for submission of the Bid. Non-adherence to this requirement may be a ground for declaring the Bid as non-responsive. However, PAC may solicit the Bidder's consent for extension of the period of validity. The Bidder agrees to reasonably consider such a request. The request and response shall be in writing. A Bidder accepting PAC's request for extension of validity shall not be permitted to modify his Bid in any other respect.

#### **AMENDMENTS TO RFP DOCUMENT**

At any time prior to the deadline for submission of Proposal, PAC may, for any reason, whether at its own initiative or in response to clarifications requested by any Bidders, modify the RFP Document by the issuance of Addendum. Any Addendum thus issued shall be displayed on the website of the PAC.

In order to give the Bidders a reasonable time in which to take an Addendum into account, or for any other reason, PAC may, at its discretion, extend the Proposal Submission Due Date.

#### **DISCLOSURE OF PROPOSAL CONTENTS**

All proposals and other material submitted, excluding those items specifically designated by the PAC in the RFP as confidential or proprietary, would become the property of PAC. Selection or rejection of the proposal does not affect that right. Information relating to the examination, clarification, evaluation and comparison of proposals, and recommendation for the award of Management Contract shall not be disclosed to the Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced.

### **RIGHT OF REJECTION**

PAC reserves the right to reject any proposal that does not address all the requirements of this RFP. In addition, PAC reserves the right to accept or reject any Proposal submitted by Bidders, and to cancel the RFP process and reject all Proposal submissions, at any time, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for PAC's action.

### **AWARD OF CONTRACT**

Upon issuance of the "Notice of Award" the selected Bidder shall have to communicate the receipt of "Notice of Award" to PAC.

PAC would sign the O & M Agreement with the successful Bidder within one month of the "Notice of Award". Till such time, the Bid Security of the successful Bidder would remain in full force and effect. The successful bidder is required to submit the performance bank guarantee before signing of O & M Agreement.

If the Management Contract is not signed by the successful Bidder within the period as specified hereinabove, for any reasons thereof, then PAC reserves the right to withdraw the offer, and proceed ahead in any manner it deems fit. In such an eventuality, the bid security of the successful Bidder will be forfeited.

### **JURISDICTION & REPRESENTATION**

Any dispute of whatsoever may in nature, be subject to INDORE jurisdiction only.

### **TERMINATION**

In the event of breach of any of the terms and conditions of this O&M agreement by the operator, PAC shall serve a notice by giving 30 days time to operator to ratify mistake and to reply to the notice. In case operator does not responded or it's response is not satisfactory, PAC may terminate the contract by giving 60 days notice. In case of termination of contract, the Operator shall cease to use the assets of the PAC and handover the same to the authorised representative of PAC after drawing an inventory to his satisfaction. The Operator shall be liable to pay and settle all the liabilities including payment of taxes, levies, interest and penalties up to the date of termination.



## DETAILS OF ASSETS OF TOOL ROOM AND TECHNICAL SERVICE CENTRE FACILITIES

### 1. LAND and Area of the Facilities - Super built up area.

1. Location: Village Harniyakhedi, Survey No. 113/2A,  
Opposite to Veternery College, A.B. Road  
Tehsil Mhow Dist. Indore (M.P.).
2. Area: Near about 5 acre
3. Surrounded By: East : A.B. Road (N.H. 3)  
West : Private Land & Meter gauge railway line  
North : ATITC Building of PAC  
South : Private Land.

### 2. BUILDING:

Building for Tool Room and Technical Service Centre Facilities consist The Civil work done for the Tool Room project of PAC may be sub divided into following parts:-

1. Tool Room Building with Administrative Office
2. Technical Service Centre Building with Administrative Office
3. DG & LT Building
4. Scrap Yard Shed
5. Security Cabin Building
6. Built-up Space for Canteen
7. Compressor Room
8. Site Development works
  - a) Cement Concrete Road with Paved Footpath
  - b) Parking shed
  - c) Road side Drains
  - d) Boundary wall
  - e) Underground water tank
  - f) Septic Tank & Soak pits
  - g) Tube Wells in running conditions
  - h) General/Common Toilet/Batch in running condition
  - i) Plantation

The detail of each part mentioned is as under: \_

S.No	Description	Measurement (Sq. Mtr.)
A	<b>Tool Room &amp; Technical Service Center</b>	
1	Tool Room Building ( 110 x 37.60 sq. mtr.)	4139.76
2	Utility Building (2 floors) of Tool Room of 324 sq. mtr. Each	648.00
3	TSC Building (44.40 x 19.60 sq. mtr.)	870.24
4	Utility Building (2 floors) of TSC of 122.50 sq. mtr. Each	245.00
5	DG & LT Room	248.80
6	Scrap yard	210.00
7	Security cabins	39.00
8	Parking shed	260.00
9	Canteen	263.00
10	Compressor Room	25.00
11	General Lat /Bath	15.00
	<b>Total</b>	<b>6963.80</b>

### 3. PLANT & MACHINERY:

All the plant and machinery (including computers, software, furniture, fixtures, tools and instruments) as per the list given below have been installed since 2009.

Asset No	Machine Description	Model No.	Equipmnt S. #	Qty	Make / Supplier
<b>Plant &amp; Machinery</b>					
PM001	5 Axis Vertical Machining Center	MG 260-5 Axes	240702	1	Rambaudi/Italy
PM002	3+2 Axis Vertical Machining Center	MG 260-3+2 Axes	240703	1	Rambaudi/Italy
PM003	3 Axis Vertical Machining Center	MG 260-3 Axes	240704	1	Rambaudi/Italy
PM004	3 Axis Vertical Machining Center	KMC 2000 SD	SD-27347	1	Kaoming/Taiwan
PM005	3 Axis Vertical Machining Center	VMC 850	JC101129 1-1802	1	Jyoti Tools
PM006	Cylindrical Grinding	G-17-U	43709	1	HMT
PM007	Surface Grinder	SFW 2	46621	1	HMT
PM008	Tool & Cutter Grinder	GTC 28 TM	1679	1	HMT
PM009	Lathe	NH 26 / 2000	7605	1	HMT

PM010	Radial Drilling	RM 65	35991	1	HMT
PM011	Radial Drilling	RM 65	35992	1	HMT
PM012	Radial Drilling	RM 65	35987	1	HMT
PM013	5 Axis Wire EDM	AE-400	11277	1	ONA/Spain
PM014	CMM	Global Advantage 15 22 10	0607-6804	1	Brown & Sharpe
PM015	Universal VMC (Deckle Maho)	DMU-70	4347	1	DMG/Germany
PM016	Tryout Press - Mechanical - 600T	S2-6000-2750X1800ED	HM2346	1	ISGEC
PM017	Tryout Press - Hydraulic - 1000T	ACEP 0901-HH135	HH2345	1	ISGEC
PM018	Injection Moulding machine 650T	ASWA650/1000-7000	06500006 ASWA	1	L&T
PM019	Cranes-20 Ton	20 2 16 8 419	419-08 /2008	1	Hitech
PM020	Cranes-20 Ton	20 2 16 8 426	426-08 /2008	1	Hitech
PM021	Cranes-20 Ton	20 2 16 8 421	421-09 /2008	1	Hitech
PM022	Cranes-10 Ton	10 2 16 4 428	428-10 /2008	1	Hitech
PM023	Forklift - 2 Ton (Gas operated)	GX 200-LP	40181	1	Godrej
PM024	Forklift - 2 Ton (Gas operated)	GX 200-LP	40183	1	Godrej
PM025	Forklift - 2 Ton (Manual - Hydraulic operated)	TMST 2016	740	1	QMTC
PM026	Muffle Furnace	SUMITSU		1	Sumitsu
PM027	CNC EDM	EXPERT 2	0108-10	1	Electronica
PM028	CNC Wirecut	Ultracut F1	132	1	Electronica
PM029	Surface Grinder	ROYAL 600X300	865	1	Lamba
PM030	Lathe	AG 265	*OO8	1	QMTC
PM031	Univ Milling with DRO	MAC 2	A	1	QMTC
PM032	Drill EDM	SPEED -2	EDD 14 / 0809	1	Sparkonix
PM033	Bandsaw	LK-2-HS		1	Laxson
PM034	MIG Welding Machine	SKR 400	0809-510	1	Mogora
PM035	Welding Rectifier Machine	GE 402	0809-509	1	Mogora
PM036	Gas Cutting set	-----		1	Essab
PM037	Pedestal Grinder	2 HP	K08257	1	QMTC
PM038	Pedestal Grinder	2 HP	K08258	1	QMTC
PM039	Hardness Tester	AI-RAB-250	155 / 0809	1	Hind

PM040	Vacuum Cleaner	HE- 8000 V	906022	1	Vijay Industrial
PM041	Vacuum Cleaner	HE- 8000 V	906023	1	Vijay Industrial
PM042	Mech. Press 50 T			1	QMTC
EU018	Stablizer 100 KVA	CP00S1EW		1	Servo
EU019	Isolation Transfarmer 100 KVA	CP00T1		1	Servo
EU020	Stablizer 100 KVA	CP00S1EW		1	Servo
EU021	Isolation Transfarmer 100 KVA	CP00T1		1	Servo
EU022	Stablizer 100 KVA	CP00S1EW		1	Servo
EU023	Isolation Transfarmer 100 KVA	CP00T1		1	Servo
EU024	Stablizer 40 KVA	CPOS1		1	Servo
EU025	Isolation Transfarmer 40 KVA	CPOTU		1	Servo
EU026	Stablizer 80 KVA	FXT-80K		1	Servo
EU027	Isolation Transfarmer 80 KVA	FXT-80K		1	Servo
EU015	Voltage Stablizer 150 KVA	CC31500		1	Clean Power
EU037	Metal Detector hand held			1	Hind
EU038	Metal Detector hand held			1	Hind
EU039	Metal Detector Door frame	MSMD-IMS		1	Hind
	Kirloskar make & Type KDs 325 ++	KDS 325		2	Kirloskar
EU040	Air Drier 15 CFM with Acessories			1	SMC
<b>Electrical &amp; Utilities</b>					
EU000	HT Yard.....	Layout Drawing		1	ARK Vidut Urja, Bhopal
EU001	Transformer (1000KVA)	33KV/0.433K V, 1000KVA	MPT0480	1	MP Transformer
EU002	HT Panel	( Int./ Extnly Wired Panel		1	ARK Vidut Urja, Bhopal
EU003	LT Panel	( Int./ Extnly Wired Panel		1	Tarte Engineers
EU004	DG (250 KVA) & Accessories	KG 250 WS	JC/SIL/W C/250/675 2	1	Kirloskar/Parikh T.
EU005	DG (250 KVA) & Accessories	KG 250 WS	JC/SIL/W C/250/675 1	1	Kirloskar/Parikh T.
EU006	DG Set 63 KVA	Eg. 63 (4G11TC)	890809	1	Greaves/ QMTC
EU007	Air Compressor with Air dryer & Air	GA-18 PLUS P	PNA 825092	1	Atlas

	Receiver				
EU008	Air Compressor with Air dryer & Air	GA-18 PLUS P	PNA 825124	1	Atlas
EU009	Borewell Pump	...	....	1	Kirloskar
EU010	Water Pump	..	...	1	Vijay Industrial
EU012	Cooling Tower	400 lits	...	1	Vijay Industrial
EU013	Cooling Tower	200 lits	..	1	Vijay Industrial
EU014	Cooling Tower	201 lits	...	1	Vijay Industrial
EU015	Warkin Water Chiller Unit ( For ONA)	WRK-90 T		1	Warkin
EU016	Grafitte Milling Dust Collector	For KaoMing VMC		1	Hind Engineering
EU035	Kent Make Water Filter RO type- 60 Ltr	KENTELTE-II		1	Vijay Industrial
EU036	Kent Make Water Filter RO type- 60 Ltr	KENTELTE-II		1	Vijay Industrial
<b>OE000 Office equipment's and furniture</b>					
OE001	Water Cooler	60/120/ FSS	6010118P 08L00025 0	1	Volas
OE002	Water Cooler	60/120/ FSS	6010118P 08L00035 9	1	Volas
OE004	Slotted Angle racks	6FTX3X1.5, 5 No.		12	Methodex
OE005	Work Benches	5.5X2.5X3		6	Methodex
OE006	Airconditions	Acs, 1.50T		25	LUN
OE007	Modular Furniture		Bonton	Lot	
OE008	Aluminium Partitions		Dynamic Gr.	5. Cbn.	
	Rudy Large Revolving Chair	Medium Back		6	Bonton
	Rudy Large Revolving Chair	Medium Back		10	Bonton
	Major Almirah	Steel Almirah, 78"x36"x19		6	Bonton
	Workman locker	12-Door, locker Cabinet		6	Bonton
	Filing cabinets	4 Drawer Cabinet		6	Bonton
<b>CP000 Computers and Peripherals</b>					
CP001	Workstation	AW T3400		6	Dell
CP002	Server	D1 180 OUADCORE 5310		1	HP



CP002	Server	M1 110 G15 PROLIENT 3065		1	HP
CP003	Desktop Computers	AWW 240T LE		10	Acer
CP004	Printer A4	E- STUDIO 167		1	Toshiba
CP005	Printer A3	LASERJET 5200		2	HP
CP006	Plotter A0	DESIGNJET MONO 42 (C7770E)		1	HP
<b>SL000 Software Licenses</b>					
SL000	CATIA V5 - HD2			2	MD 2 + HD 2
SL000	Unigraphics			4	CAD 4 No
SL000	Unigraphics			2	CAM - 2 No
SL000	Solid Edge			2	CAD
SL000	Hyper form - Simulation S/W			1	Increment Analysis
SL000	AutoCad			2	
SL000	Mould Flow insight			1	
SL000	ProE for Production			2	

#### 4. ELECTRICAL INSTALLATIONS & TRANSFORMERS

Total electrical network( HT & LT) required to run the facility ( Tool Room & TSC) are ready. All the necessary electrical items, transformer, cables control panels, computer and telephoe wiring, networking fittings and street light etc. have been properly installed at site. The above Electrification work can be divided in three parts:-

1. Laying of HT Line from Veterinary College campus to PACL campus.
2. Work of HT Line inside the PACL campus i.e. HT Yard.
3. Electrical work LT and Communication networking for Tool Room, Technical Service Centre, LT and DG Room, Scrap Yard, Security, Adm Block and Street Light

## **Annexure - B**

### **The bidders are required to submit the following documents in Cover – 2**

1. Covering Letter as per Format in Annexure- B1.
2. Brief profile of the company.
3. Copy of Memorandum and Articles of Association/Partnership Deed/Trust Deed etc.
4. Copies of PAN, GST Registration, MSME registration etc.
5. Copies of the annual report including financial statements for last 3 financial years i.e.2016-17 (audited), 2017-18 (audited), 2018-19 (audited/provisional).
6. Turnover of the Tool Room facilities for last three financial years duly certified by Chartered Accountants.
7. Details of the number of manpower employed in tool room and technical service centre.
8. Information about experience of operation, maintenance and management of tool room and technical service centre.
9. Authority letter in favour of authorized representative.
10. Details of similar other projects managed by the Bidder / Consortium.
11. This Tender document with initials of the authorized representative of bidder on each page as token of acceptance of terms and conditions.
12. Demand draft of Rs.50000/- towards the cost of document
13. The bid security of Rs.10,00,000/- in the form of Bank Guarantee as per format enclosed in **Annexure - C**.
14. An undertaking that the bid shall be valid and irrevocable for a period of 6 months from the date of its opening in **Annexure – E**.

**FORMAT OF THE COVERING LETTER**

***(The covering letter is to be submitted by the Bidding Company or the Lead Consortium Member of a Bidding Consortium, along with the Cover 2 of the Bid)***

Date:

Place:

**To**

**Managing Director**

**Pithampur Auto Cluster**

126, Kanchan Bagh, Opp. Hotel Crown Palce,

Indore – MP

Tel : 0731-4987081-84, 4972122

**Sub:** Submission of bid for *Selection of an Operator for Operation, maintenance and management of Tool Room and Technical Service Centre of PAC.*

Dear Sir,

Please find enclosed our Bid in respect of the Selection of an Operator for Operation, maintenance and management of Tool Room and Technical Service Centre situated at 113/2 A, Village Harnia Khedi, A.B. Road, Opp. Veterinary College, Tehsil – Mhow in response to public notice dated \_\_\_\_\_ issued by the Pithampur Auto Cluster.

We hereby confirm the following:

1. The Bid is being submitted by \_\_\_\_\_ (*name of the Bidding Company/ Lead Member Entity Company*) who is the Bidding Company / the Lead Consortium Member of the Bidding Consortium comprising \_\_\_\_\_ (*mention the names of the entities who are the Member Companies*), in accordance with the conditions stipulated in the RFP.
2. We have examined in detail and have understood the terms and conditions stipulated in the RFP Document issued by PAC and in any subsequent communication sent by PAC. We agree and undertake to abide by all these terms and conditions. Our Bid is consistent with all the requirements of submission as stated in the RFP or in any of the subsequent communications from PAC.
3. The information submitted in our Bid is complete, is strictly as per the requirements as stipulated in the RFP, and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Bid.
4. We confirm that our bid does not contain any Conditions.

5. The Bidding Company / Bidding Consortium of which we are the Lead Consortium Member (*Please strike out whichever is not applicable*), satisfies the legal requirements and meets all the eligibility criteria laid down in the RFP.
6. An authorization letter from the Bidding entity/Lead Consortium Member authorising the undersigned as the Authorised Representative, Signatory and Contact Person who is authorised to perform all tasks including, but not limited to providing information, responding to enquiries, entering into contractual commitments on behalf of the Bidder, etc., in respect of the Project is included as a part of the Proposal.
7. The bid is valid for a period of 6 months from the last date of proposal submission.
8. A bid security of Rs.10,00,000/- (Ten Lacs only) in the form of bank guarantee, valid for a period of six months is annexed herewith.
9. We agree to provide performance guarantee and other documents and information as mentioned in RFP documents as and when due.
10. We agree that the bid and its entire process are subject to Indore jurisdiction.

For and on behalf of :  
Signature :  
(Authorised Representative)  
Name of the Person :  
Designation :

**ANNEXURE - C**

**PERFORMA OF BANK GUARANTEE FOR BID SECURITY**

***(To be executed on appropriate value of Non-Judicial Stamp Paper as per Stamp Act prevailing in the State of Madhya Pradesh)***

WHEREAS, \_\_\_\_\_ (name of the Bidder, hereinafter called the Bidder) wishes to submit his Bid for the *Selection of a operator for operation, maintenance and management of Tool Room and Technical Service Centre*, situated at 113/2 A, Village Harnia Khedi, A.B. Road, Opp. Veterinary College, Tehsil – Mhow, hereinafter called "the Bid",

We ..... (indicate the name of the Bank) do hereby undertake to pay Pithampur Auto Cluster or its nominee (PAC) the amount due and the payable under this guarantee without demur merely on a demand from PAC stating that the amounts claimed is due by way of breach of terms and conditions of Request for Proposal submitted as bid for operation, maintenance and management of Tool Room and Technical Service Centre, situated at 113/2 A, Village Harnia Khedi, A.B. Road, Opp. Veterinary College, Tehsil – Mhow.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws his Bid at any time during the stipulated period of Bid Validity specified in the Request for Proposal Document (or such period of validity as may be extended)
2. If any of the information submitted by the bidder in his bid is found to be incorrect, false, misleading or the bidder is found to be involved in fraudulent practices.
3. If the Bidder, during the period of the Bid Validity commits a material breach of any of the terms and/or conditions contained in the RFP Document and / or subsequent communication from PAC in this regard and / or
4. fails or refuses to execute the O&M agreement (in the event of the award of the Project to it) and/or
5. Fails or refuses to furnish the Performance Guarantee within the stipulated time.

Any such demand made on the Bank by PAC shall be conclusive as regard the amount due and payable by the Bank under this guarantee. If the bank fails or neglects to pay the amount on the demand within the period mentioned in the demand notice then the bank shall pay interest thereon at the rate of bank's PLR per annum from the date it becomes due till payment.

We undertake to pay to PAC any money as demanded notwithstanding any dispute or disputes raised by the bidder in any suit or proceeding pending before any court or tribunal relating thereto. Our liability under this guarantee being absolute and unequivocal. The payment so made by us under security shall be valid discharge of our liability for payment there under.

We (indicate the name of the Bank) further agree that the guarantee herein contained shall remain in full force and the effect till .....

This Guarantee will not be discharged due to the change in the constitution of the Bank or the Bidder.

We shall not revoke this guarantee during its currency except with the previous consent in writing of the PAC.

Provided always that notwithstanding any thing herein before contained our liability under this guarantee shall be limited to the sum of Rs. 10,00,000/- (Rupees Ten lakhs only) and shall remain in force until the day of .....

Sealed with the Common Seal of the Bank this \_\_\_\_\_ day of \_\_\_\_\_ 2020.

**SIGNATURE OF AUTHORISED**

REPRESENTATIVE OF THE BANK \_\_\_\_\_

NAME AND DESIGNATION \_\_\_\_\_

SEAL OF THE BANK \_\_\_\_\_

SIGNATURE OF THE WITNESS \_\_\_\_\_

NAME OF THE WITNESS \_\_\_\_\_

ADDRESS OF THE WITNESS \_\_\_\_\_

## **Annexure - D Commercial offer**

**The Commercial Offer of the bidder should be submitted in the following format.**

I/We, \_\_\_\_\_ , offer to pay amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ ) (the applicable taxes shall be paid in addition to this amount) as user charges for total contract period of 10 years, which shall be paid in equal monthly installments over a period of 10 years.

Note : The minimum bid amount is Rs.12.50 Crores (Rupees Twelve Crores Fifty Lacs).

**For and on behalf of**

**Signature**  
**Authorized Representative**  
**Name of the Person:**

**DRAFT OF UNDERTAKING**

**TO WHOMSOEVER IT MAY CONCERN**

I, .....Designation .....  
authorised representative of M/s..... hereby  
undertake that the bid submitted here shall be valid and irrevocable for a  
period of 6 months from the date of its opening.

**Date:**

**Place:**

**Authorised Representative  
Name of the Bidder:  
(Seal & Signed)**