



1. PREAMBLE

Pithampur Auto Cluster (PAC) is Under Section 8 Company under Companies Act, 2013, incorporated as an SPV, in the year 2004, to implement an innovative scheme under IIUS (**Industrial Infrastructure up Gradation Scheme**) of Govt. of India, to fulfill the infrastructural gap especially for the technical requirement of the Auto industries of the Madhya Pradesh. The scheme was successfully implemented on the basis of “Public Private Partnership” with adequate participation of the Private Stake holders.

Tool Room & Technical Services Centre , Industrial Training Institute, Small & Medium Entrepreneur Centre, Hazardous Waste Disposal Facility, Administrative Complex are the remarkable achievement of the company.

2. DISCLAIMER

- 2.1 Though adequate care has been taken in the preparation of this RFP, the Party should satisfy himself that the Document is complete in all respects. Intimation of discrepancy, if any, should be given to the below mentioned officer immediately. If this office receives no intimation of discrepancy on or before the pre-bid meetings, it shall be deemed that the Request for Proposal Document is complete and final in all respects.
- 2.2 This RFP is neither an agreement nor an offer by the PAC to the prospective Parties or any other person. The purpose of this RFP is to provide interested parties with Information that may be useful to them in the formulation of their Proposal for empanelment pursuant to this RFP. Neither PAC, nor do their employees or consultants, make any representation or warranty as to the accuracy, reliability or completeness of the Information in this RFP and it is not possible for PAC to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. Some of the prospective Parties may have a better knowledge of the Scheme than others. Each prospective Party should conduct his own investigations and analysis and check the accuracy, reliability and completeness of the Information in this RFP and obtain independent advice from appropriate sources.
- 2.3 Information provided in this RFP to the Parties is on a wide range of matters, some of which may depends upon interpretation of law. The Information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. PAC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
- 2.4 Neither PAC nor their employees or consultants will have any liability to any prospective Party or any other person under the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFP, any matter deemed to form part of this RFP, the award of the bid, the Information and any other Information supplied by or on behalf of PAC or their employees, any consultants or otherwise arising in any way from the selection process for the Bidding.



- 2.5 PAC also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Party upon the statements contained in this RFP.
- 2.6 PAC reserves the right to reject any or all of the proposals submitted in response to this Request for Proposal at any stage without assigning any reasons whatsoever.
- 2.7 PAC reserves the right to change /modify/alter/amend any or all of the provisions of this Request for Proposal.
- 2.8 PAC shall have no liability for non-receipt of any communication from the Party to PAC and vice-versa due to postal delays or otherwise.
- 2.9 The issue of this RFP does not imply that PAC is bound to select and short-list the Parties for Empanelled Applicants or execute the agreement and PAC reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.
- 2.10 The Hostel Providers shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by PAC or any other costs incurred in connection with or relating to its Proposal.
- 2.11 In case of any variation of any terms or condition or in interpretation of any clause, provisions of RFP and Agreement, under such circumstance, the Agreement shall prevail upon RFP in all respect and any contradiction to the Agreement shall void.

3. DEFINITIONS

3.1 Agreement:

Agreement means to be entered into between the Pithampur Auto Cluster and the Provider defined as Empanelled Applicant, including any amendments and modifications thereof from time to time.

3.2 PAC-

Mean Pithampur Auto Cluster having it's registered office at 126, Kanchan Bagh, Near Geetabhawan Chouraha, Opp Hotel Crown Palace, Indore-452001(M.P.)

3.3 Hostel Provider:

Hostel Provider means any legal entity such as Any Proprietorship / Partnership Firms / Private Limited / Public Limited Company/PSU/ Institute/NGO s participating / submitting a proposal under this RFP having all valid documents/ licences related with their business.



3.4 Financial Year

Financial year means a year starting from 1st April and end at 31st March of the next year.

3.5 Empanelled Applications

Empanelled Application denotes Hostel Provider duly approved by the committee of PAC, as the Successful empanelled provider of Director of PAC

4. PROPOSAL FOR SELECTION OF EMPANELLED APPLICANTS

PAC as a part of fulfillment of its objective, is working for MAPCET and DDU-GKY- (MP & Rajasthan) Project and providing Residential courses to the SC/ST/OBC students under these schemes. Therefore, the organisation is looking for well-maintained hostel facilities provider located in the nearby at our center at Bhankrota- Jaipur- Rajasthan. Since the requirement of hostel facilities is based on the number of students/ batches undergoing training at a particular point of time, we are not in a position to immediately hire the facilities and therefore we proposed for the empanelment of hostel providers who are component to providing the desire facilities within specified time period.

5. TERMS AND CONDITIONS

- 5.1** The Hostel Provider shall adhere to the laws of the land, the principles of good industry Practice, and any other legal, statutory and regulatory norms, sanctions and permits which are applicable from time to time and shall be responsible for acquiring all approvals and meeting all statutory obligations for the Project.
- 5.2** This empanelment is valid for the period of one year and will be reviewed for renewal, as per the requirement.
- 5.3** In case of expansion of present capacity, upon request of Hostel Providers, PAC may consider after having due diligence
- 5.4** The contract may be renewed on mutually acceptable terms and conditions for further period on the basis of performance of the Hostel Provider. This Agreement can be terminated by the PAC after giving one month notice to the Hostel Provider without assigning any reason for doing so.



- 5.5 The hostel provider shall be paid as per prevailing rates under DDU_GKY scheme on student per day basis as Hostel Rent for providing the facilities of accommodation, mess and other (if specified) etc. This amount is inclusive of all taxes. Consequent upon the changes in government rules/amendment, hostel rent may be revised accordingly.
- 5.6 No charges will be paid for the period when the Hostel is vacant and no occupancy there in.
- 5.7 It is preferred if the whole facility of some area will be ear marked for the PAC students.
- 5.8 The Hostel Provider should be capable of providing separate Hostel accommodation for at least 80 Males and 65 female on sharing basis to PAC.
- 5.9 The Hostel Provider is expected to provide good quality infrastructure and also maintained the Bench Marks for Residential Facilities (Minimum Requirement) which are as follows:-
- I. There should not be any visible marks of leakages from the walls and roof.
 - II. All the balconies stairs and other locations should have properly protective walls or railings.
 - III. There should be an Over Head Tank (OHT). The water connection in the taps and toilets should connect to the OHT. Water should be available round the clock.
 - IV. Distance of residential facility from the training centre preferably within 1 k.m.
 - V. All the wires should be properly secured and tapped. Concealed wiring is not mandatory.
 - VI. All the switch boards and panel boards should be fully covered.
 - VII. The hostel name board should conform with look and feel of the training centre.
 - VIII. At least 25 sq. ft. space per trainee should be available for accommodation.
 - IX. Ventilation: Area of the windows should be minimum 12% of the total floor area of the proposed residential area.
 - X. **Kitchen:** No minimum area is prescribed for kitchen. However the kitchen has to be hygienic and spacious enough to cool and store material.



- 5.10** The Hostel “if selected” as per adequate requirement which depends on numbers of hostellers, should be ready for occupation within 15 days notice.
- 5.13** Common recreation room with Television, Board Room, News Paper, Magazines shall be provided.
- 5.14** Separate bed and storage/locker facility shall be provided for each student.
- 5.15** The PAC have a right to conduct an inspection periodically or randomly, with or without the prior notice by their own officials/ nominated persons /agencies to enquire into all the Matters related to the Hostel.
- 5.16** The electricity & water charges are included in the offer and will not be paid in addition to this offer.
- 5.17** Hostel Provider will also attach the self attested copy of all the statutory building permission with approved Authority/Registry by from various statutory/ local body/ any other agencies for construction & usage of the building as hostel.
- 5.18** The Hostel Provider will pay and discharge all the statutory charges, taxes, ground rent or penalties of any nature including municipal taxes, water taxes whatsoever levied by any local authorities, municipal authority or any Statutory Development Authority or Government Department or agency in relation to said premises.
- 5.19** Provider has to provide the First Aid box for round the clock for handling any emergency arisen if any and also have a tie up with some Local Physician to whom students can consult with their own cost.
- 5.20** The premises of the hostel should be clear from encumbrance and provider should have a valid/legal documents of ownership/lease in his favour.
- 5.21** RFP submitted by the Providers will valid for a period of 60 days from the date of opening of RFP.
- 5.22** The Official team of PAC will visit the offered premises on pre decided/ communication date / time for checking the credentials.



- 5.23** The Provider of the building must take an undertaking/ affidavit from the students regarding Anti Ragging and good behavior, non-smoking, non-alcoholic condition as prescribed by PAC.
- 5.24** The Provider has to provide Tea, Breakfast, Two times meal to the student regularly as per schedule prescribed under DDU-GKY scheme.
- 5.25** A weekly menu for the above should be display in the Notice Board after taking approval from the Concerned Authority of PAC and with the consultation with The inmates.
- 5.26** The hostel should be compliant with all the provisions of the guidelines issued by the DDU-GKY scheme for CORONA-19 safety.



6. ELIGIBILITY CRITERIA

- 6.1 Any legal entity such as Any Proprietorship / Partnership Firms / Private Limited / Public Limited Company/PSU/ Institute/NGOs can submit a RFP.
- 6.2 The Provider must as on 01/01/2021 have the experience of at least 1 year in the field of providing Hostel and Mess facility.
- 6.3 The Provider will be preferred if he enrolled/ empanelled / authorized by any government agency/ university/ educational body to provide such facility.

7. SELECTION PROCEDURE

7.1 How to submit a Proposal:

The Proposal is called in two envelop system as defined below. Each envelope must be properly sealed. Both the envelopes should be kept in a envelop along with the letter in the prescribed format as per Annexure

The Proposal can be submitted in person or by post / courier during office hours. Submission of Proposal through electronic method will not be accepted. The Provider should take due care in submitting the bid through post or courier so that it must receive by the PAC on or before the due date. The delay in submission because of any reason whatsoever it is attributed to post /courier will not be accepted.

Envelop 1: Cost of RFP.

Envelop 2: This envelop will contain the following Information / documents in two separate sealed cover:

Cover 1: EMD

Cover 2: General and Technical Information of Hostel Provider with signed copy of RFP

7.2 Cost of RFP Document:

The cost of RFP is Rs.1000/- (Rs. One Thousand) payable by demand draft in favor of “**Managing Director, Pithampur Auto Cluster, Indore**” of any Nationalized / scheduled bank. This cost is non refundable. The document is to be downloaded from the official website www.pithampurautocluster.com and the fees will be payable at the time of submission of bid in an **Envelope 1** along with the RFP document.

7.3 Earnest Money:

The Hostel Provider is required to submit Rs.10,000/- (Rs. Ten Thousand only) as Earnest Money, by FDR Drawn in favor of **Managing Director, Pithampur Auto Cluster., Indore**” of any Nationalized / scheduled bank. It is refundable after the empanelment of the Hostel Provider.



7.4 Security Deposit:

The selected Hostel Provider has to submit a Security deposit of Rs.10000/- before signing an agreement and it is refundable after the expiry of the contract period.

7.5 General and Technical Information of Hostel Provider:

The Provider is required to submit its general and technical Information as per the along with the required documents mentioned therein. The signed copy of RFP document (initialled by Provider on each page of RFP in token of acceptance each terms and condition mentioned therein) shall also be submitted by Provider along with this Information of Hostel Provider.

7.6 Procedure for Opening and Evaluation of Bid:

All the bids received will be scrutinized by the Committee authorized by the Board of PAC. For opening and evaluation of bid following procedure shall be adopted:

7.7.1 The committee will segregate all the bids in the following two categories: -

A: **The bids received on or before the due date:** These bids will be called as responsive bids and will be further scrutinized.

B: **The bids received after the due date:** These bids will be called as Non Responsive Bids.

7.7.2 Envelop of all the non-responsive bids opened before the committee and after separating the envelop 1 (cost of RFP), the envelop 2 will be returned to the Hostel Provider as it is with a covering letter by registered / speed post.

7.7.3 Envelop of all the responsive bids will be opened before the committee and envelop 1 (cost of RFP) will be opened and if proper RFP fees not found attached, the bid will be declared as non-responsive bid.

7.7.4 All the remaining bids, where proper RFP cost found attached, will be kept separately for further scrutiny.

7.7.5 Envelop 2 of the bids shortlisted will be opened and the cover 1 of all such bids will be first opened before the committee. In all cases where cover 1 does not contain the EMD, it will be treated as a non-responsive.

7.7.6 The cover 2 of all the bids shortlisted after the scrutiny will be opened, and the names and the brief description disclosed before the committee and the present Hostel Providers and after proper page numbering and quoting initials on each bid by the committee members, the documents will be kept in a separate cover. The committee will decide the further procedure for scrutinizing the Information submitted by the Providers in cover 2, the committee is allowed to take assistance of any expert if required.

On the basis of the analysis / scrutiny of the Information /documents submitted in cover 2, committee will prepare the list of eligible and non-eligible Providers. In case of non-eligible Providers, a speaking explanation will be communicated in each case.

The committee will decide a date for physical verification of the Hostel facility before final empanelment. The proper communication to all such eligible Provider will be sent by the PAC , so that the representatives of Hostel Providers will be present on that day.



- 7.7.7 After physical verification the committee will prepare a list of the selected Hostel provider and priorazation will be made. After the approval of the Committee the selected/ shortlisted/ empanelled Hostel Provider will be informed / communicated through letter and EMD of all remaining bidders will be returned within 7 days.
- 7.7.8 Within one month from the date of communication to the Empanelled Provider, the Hostel Provider shall fulfil all the conditions mentioned in the letter and execute the agreement.

8. FORCE MAJEURE

8.1 Force Majeure:

The Provider or the PAC shall not be held liable for failure of or delay in performing its obligations under this Agreement if such failure or delay is the result of an act of God, such as earthquake, hurricane, tornado, flooding, or other natural disaster, or in the case of war, action of foreign enemies, terrorist activities, labor dispute or strike, government sanction. The non-performing party must make every reasonable attempt to minimize delay of performance.

9. EVENT OF DEFAULT

9.1 Following event shall be an Event of Default:

The Hostel Provider is in breach of the terms of this Agreement, and such breach, if capable of remedy, has not been remedied at the expiry of 30 days following written notice to that effect having been served on the Hostel Provider by any of the other Parties indicating the steps required to be taken to remedy the failure.

10. WITHDRAWAL OR TERMINATION OF PAC

10.1 TERMINATION BY PAC

In case of failure of the Hostel Providers to perform the work as per the satisfaction of PAC or continuous default / breach in Terms and condition the empanelment of that Ma shall cease after giving 15 days notice and the Security Deposit shall be forfeited.

- 10.2 On termination, the Hostel Providers shall not be empanelled for a period of next two years.



11.DISPUTE RESOLUTION

11.1 AMICABLE SETTLEMENT:

Dispute, if any, arising out of the lease agreement for providing of premises of hostel will be settled by mutual discussion within a period of seven days, In case the same is not settled amicably, than the decision of MD PAC, Indore will be final and binding on the hostel owner.

11.2 ARBITRATION:

In the event that the Parties are unable to resolve any dispute, controversy, or claim in accordance with aforesaid Clause, such dispute, controversy or claim shall be submitted for arbitration by a panel of three arbitrators to be appointed as under : a) one arbitrator to be appointed by PAC, b) one arbitrator to be appointed by OPERATOR c) the third arbitrator to be appointed by the two arbitrators as per clauses a) & b) above in accordance with the Arbitration and Conciliation Act, 1996. The venue of the arbitration shall be at INDORE. Any arbitral judgments in accordance with this provision shall be conclusive and binding on the parties hereto.

11.3 JURISDICTION:

Each of the Parties agrees to the exclusive jurisdiction of the eligible or entitle to file any suit, case, petition in any matter relating to any provision or matter of this agreement in any other courts or tribunals, not having jurisdiction within the city limit of INDORE, Madhya Pradesh.