

# TID Assembly Hanger for Rent Out Cum Development / Up-gradation, Operation and Management of Properties at ITI Limited, Naini, Prayagraj

TID Assembly Hanger is available on Rent cum Development/Up gradation, Operation & Management of Properties front of R&D Hanger Suitable for Production / Manufacturing Unit, Warehouse, others, etc. at a prime location inside ITI Limited, Naini Plant along with National Highway (NH-35) on "AS IS WHERE IS BASIS".

Tender documents can be collected from the office of "Chief Manager (EDP & Services) from **20.07.2023** to **29.07.2023** between **10.00 AM** to **04.00 PM** in all working days on payment of **Rs. 1,000/- (Rupees One Thousand Only)** (Non-refundable) by way of Demand Draft / Pay Order drawn in favor of "ITI Limited, Naini" Allahabad.

Tender documents can also be downloaded from our website <u>www.itiltd.in</u> in such a situation the cost towards the tender form shall be paid at the time of submission of the tender.

Tenders will be accepted only from the interested party (ies) directly. Brokers, intermediaries and Real Estate Agents will not be entertained.

# [S. P. Tripathi]

Chief Manager (EDP & Services) ITI Limited, Naini, Prayagraj-211010 Mob. No.: +91 9555498481



<u>Tender Document of 'TID Assembly Hanger for Rent Out Cum Development / Upgradation, Operation & Management of Properties at ITI Limited, Naini, Prayagraj</u>

TID Assembly Hanger is available on Rent cum Development/Up gradation, Operation & Management of Properties front of R&D Hanger Suitable for Production / Manufacturing Unit, Warehouse, others, etc. at a prime location inside ITI Limited, Naini Plant along with National Highway (NH-35) on "AS IS WHERE IS BASIS".

Tender Ref: Naini/Civil/1006/003/2023-24, Dated: 20-07-2023

The schedule of events is as under:

1. Tender Document Sale/Download **Start** Date : 20-07-2023 (10:30 AM) 2. Tender Document Sale/Download **End** Date : 29-07-2023 (04:00 PM) Seek Clarification Start Date 3. : 20-07-2023 (10:30 AM) Seek Clarification **End** Date : 29-07-2023 (04:00 PM) Bid Submission **Start** Date : 20-07-2023 (11:00 AM) 5. Bid Submission **End** Date : 31-07-2023 (02:30 PM) 6. 7. Opening of the Technical Bid : 31-07-2023 (03:00 PM)

8. Opening of Price Bid will be intimated later to all the technically suitable bidder(s).

9. Tender opening venue : Office of CM (EDP & Services),

ITI Limited, Naini Plant, Naini, Prayagraj – 211010

10. Cost of the Tender Document : **Rs 1,000/-** (Rs. One Thousand only)

(Non-refundable)

[S. P. Tripathi]

Chief Manager (EDP & Services) ITI Limited, Naini, Prayagraj Mob. No.: +91 9555498481

To,	
Dear Sir (s),	
Sealed Offers are invited from registered firms, State & Central Public Sect Undertakings, Multi-National Companies, Private / Public Limited Companies of Financial Institutions etc., having interest in taking on lease Infrastructure & Oper the details indicated in the enclosed documents. The tenders are invited in TV of Technical Bid (Part-A) and Price Bid (Part-B).	of standings, Banks, en Space on rent, as
The <b>Technical Bid (Part-A)</b> without the Price/Rate shall contain the following deta	ails:
<ul> <li>(a) Bidder's Profile: (i) Work Profile &amp; Type of Firm (ii) Affidavit for Proprietary /Partnership deed/article of association in Constitution of firm during last 03 years. (ii) Photocopy of Pan Card in the name of firm, Aadhaar Card, GST Regist ITR/financial Statement of last 03 years.</li> <li>(b) Mode of utilization of the Infrastructure &amp; Open space being offered on rent</li> <li>(c) Acceptance of all the terms &amp; conditions indicated in our Tender, including lease deed.</li> <li>(d) Earnest Money Deposit (EMD).</li> <li>(e) The cost of tender document of Rs 1,000/- (Non-refundable) shall be pa DD/Pay Order. For those bidders who downloaded the tender documents the same is payable at the time of submission of the tender/bid.</li> </ul>	tration Certificate & t on own letter pad. executing registered ayable in cash or by
The <b>Price Bid (Part-B)</b> shall contain the specific <b>Rate per Sqft per Month</b> on the may be made for the entire building area. The bid for partial plinth area will not be	
The offers along with the tender document with terms & conditions duly signed with "TID ASSEMBLY HANGER FOR RENT CUM DEVELOPMENT/UPGRADATION MANAGEMENT OF PROPERTIES" and Tender Ref: Naini/Civil/1006/003 20.07.2023 and addressed to the CM (EDP & Services), ITI Limited, Naini Plant, 211010 (UP) shall be submitted on or before 14.30 Hrs (02.30 PM) on 31-07-20 separately for Technical Bid and Price Bid. The price bids shall be submitted seformat enclosed.	ON, OPERATION & 3/2023-24, Dated: , Naini, Prayagraj – 23 in sealed covers,
<b>Note:</b> The offers received after due date and time will not be entertained. Offers will be rejected.	sent by fax/E-mail
Thanking you.	

Yours faithfully,

[S. P. Tripathi] Chief Manager (EDP & Services) ITI Limited, Naini-10

#### I. <u>PREAMBLE</u>

TID Assembly Hanger is available on Rent cum Development/Up gradation, Operation & Management of Properties front of R&D Hanger Suitable for Production / Manufacturing Unit, Warehouse, others, etc. at a prime location inside ITI Limited, Naini Plant along with National Highway (NH-35) on "AS IS WHERE IS BASIS".

ITI Limited ("**The Company**") is absolute owner of the premises.

The interested bidder can visit the premises on any working day between **10.00 AM** & **04.00 PM**, up to one day prior to the last date of submission of tenders with prior permission from the Company. The details of contact person(s) of ITI Limited to facilitate visiting the Premises are as under:

1. Mr. S. P. Tripathi, Chief Manager (EDP & Services)

Mob. No.: +91 9555498481

Naini Plant, Naini, Prayagraj-211010

2. Mr. Anup Kishor, Assistant Manager (Civil)

Mob. No.: +91 7905845215

Naini Plant, Naini, Prayagraj-211010

Copies of the documents would be made available for "inspection only" at the Company's Registered Office from the date of release of advertisement on any working day between 10.00 AM to 04.00 PM up to a day prior to the last date of submission of bid. The bidders may peruse these documents and thoroughly satisfy themselves thereby confirming to the total compliance of the terms and conditions of the tender documents. The bidder shall not be entitled to raise any objection or dispute whatsoever on submission of the bid. In case of any such action by the bidder including withdrawal of the bid or refusal to sign and register the Lease Deed, the bidder's Earnest Money Deposit shall be forfeited totally.

# II. BIDDER QUALIFICATION CRITERIA

- **1.** Preference will be given to the Bidders who possess the Relevant Licenses for the Trade/Setting up Manufacturing Unit / Production Unit, Warehouse, Others, etc. and Other Statutory Permissions required if any from State / Central Government Bodies etc.
- **2.** The bidder may be a private business entity /Indian Government Company/Public Sector Undertaking /Banks /State or Central Government Departments /Ministry /Body including Limited Company or limited liability partnership or partnership etc.
- **3.** In case the bidder is a private business entity /Indian Government Company / Public Sector Undertaking / Banks including Limited Company or limited liability partnership or partnership, the bidder **Must establish having good Financial Credentials.**

#### 4. OBJECTIVE FOR LEASE OUT PROPERTIES

Development/ Upgrade, Renovations, Refurbishment, Operation and Management of the properties suitable for Production / Manufacturing Unit, Warehouse, others, so that it is operationally stable and meet its business requirements during lease period.

Provide Development/Upgrade, Renovations, Refurbishment data of properties to time to time as when required/asked by lessor.

# 5. LESSEE RESPONSIBILITIES FOR DEVELOPMENT / UPGRADE, RENOVATIONS, REFURBISHMENT OF PROPERTY

- a) Lessee shall design, redevelop, upgrade, augment finance, manage, maintain and repair / refurbish the properties at its own cost and expense in accordance with standard, specifications applicable laws, terms and applicable permits & good industry practice and as per their business requirement.
- **b)** Lessee shall shift all the machines/materials/tools available in the hanger to another hanger/space decided by the ITI before any setup/shifting of their material.
- **c)** Lessee shall provide to the lessor reports on regular basis during lease period on refurbishment, renovations carried out that lessor reasonable requires.
- **d)** Lessee shall promptly remove all surplus construction, machinery and materials waste materials rubbish and other debris from property and keep the property neat & clan condition and in conformity with applicable laws, applicable permits and accordance with good industry practice.
- e) As a warehouse, hazardous, inflammable, fire arms & other restricted items as per govt rules will not be allowed to transport or store in the hanger.
- f) Lessee shall maintain requisite insurance of the property where both parties can be beneficiary in accordance with investment. Lessee shall ensure that there is no damage and loss to the properties.
- **g)** Lessee shall arrange, procure and provide at its cost all the infrastructure facilities, service and requirements, all goods, materials, consumables and things required for implementation, operation and maintenance of properties during lease period.
- **h)** Lessee shall employ qualified persons to efficiently upgrade, renovate, operate and manage properties.
- i) Lessee shall ensure maintenance of proper and accurate records, data relating to development and upgrade of properties.
- j) Lessee shall comply with all applicable laws / rules including those relating to local building, regulations, safety, health, sanitation, environment, labour and hazardous / dangerous materials while execution of development / Up-gradation, renovation and refurbishment of properties.
- **k)** Lessee shall promptly diligently repair, replace / restore the properties which may be lost / damaged.
- **l)** Lessee shall take written permission from ITI for their investment plan before development/upgrade, renovation, refurbishment of properties.
- **m)** Any repairs inside the premises would be carried out by the Lessee at their own cost, provided that they shall give one-week advance notice to the Lessor before carrying out the repair works.
- **n)** Lessee shall create an adequate waste disposal system for management and disposal of the waste generated during lease period.
- **o)** Lessee shall responsible for hygiene and quality standard at property.
- p) Lessee shall be responsible for providing adequate safety and security to property and if any theft incident happened with Lessee material/machinery, ITI will not responsible for the same & FIR (if required) will be done by Lessee/Party.

- **q)** Day to day cleaning and maintenance of space/floor occupied by the lessee shall also be carried out at their own cost and expense.
- r) Required permissions if any from statutory authorities / Govt. Bodies for all Types of works & Businesses would be the responsibility of Lessee.

#### III. LEASE RENT

The Lease Rent to be offered / quoted by the bidder should be the maximum net rate of rent payable for the Premises to the Company. The rate of rent offered by the bidder shall exclude:

- 1. All utility charges to be borne by the LESSEE as per Clause No. XII & XIII such as electricity charges, Property / UPPCL Demand Charges, water usage charges and related Cess/Charges.
- 2. Levies, Cesses/Charges levied (if any) by local revenue authority or other statutory authority.
- 3. Any interest/penalty which is accrued on the above as well as any other tax by whichever name called payable to any government or authority or body as also any additional taxes /increase in taxes as imposed by the government.
- 4. Service Tax / GST or any other tax as applicable and other central government levies. The bid shall be decided on the principle so as to derive the maximum overall net lease rent to ITI.

# IV. TERMS OF RENT WILL INCLUDE

- 1. The rent, GST, Cesses (If any) and other applicable charges for each month shall be payable on or **before 5**<sup>th</sup> **day** of *each* **month** as per agreement.
- 2. All the applicable taxes including GST shall be paid by the bidder/Lessee as per the bills raised by the Company at the rates applicable from time to time. Nothing contained herein will exempt or preclude the bidder/lessee to avoid payment of all taxes for any reason.
- 3. TDS on Rent will be applicable as per applicable statute. The TDS certificate shall be issued to the Company every quarter without fail and the bidder/lessee shall ensure that the same is reflected in the Company's **Form 26AS**.
- 4. Rent, applicable taxes including GST and other charges will be payable from the date of handing over of possession of the Premises or execution of the lease deed whichever is earlier and would be payable up to termination of the lease or handing over of the Premises back to the LESSOR (ITI) whichever is later.
- 5. If the monthly rent & applicable taxes including GST and any other amount payable (including interest) if not paid by the 5th day of each month, the bidder/Lessee shall be liable to pay interest thereon at 18% (quarterly compoundable interest) for the period of delay up to date of payment without prejudice to the Company's right to other remedies as per law including the right to terminate the lease. Default in payment of rent, GST and other charges for any three months in a calendar year, shall entitle the Company to terminate the lease and enter upon the Premises. Termination shall be by way of issuance of a written notice giving to the bidder/Lessee 'one month' to vacate the Premises.

On the expiry of the said one-month period, the bidder/Lessee shall vacate the Premises, leaving the Premises in the same condition as it was leased, subject to reasonable and normal wear and tear.

ITI Management reserves the right to grant further extension of time after completion of One Month notice period as per request of lessee.

6. Lease rental figure/amount shall be quoted in the Commercial bid only and not in technical bid.

# V. <u>DESCRIPTION OF THE PREMISES</u>

Description of the Premises and available with front open space is indicated below:-

#### TID Assembly Hanger for Rent Out at ITI Ltd. Naini, Prayagraj

The piece and parcel of non-residential premises comprising of approx. RCC Framed Structure / Building of Height approx. 4.5m as per description attached at Annexure-I.

a) Total Building Area : 5,251 Sqm or 56,500 Sqft

#### NOTE: -

- 1. Basic Power supply to above area will be made available from Main supply line of ITI & will be charged Rs. 11/- per Unit on actual consumption basis. Meter load charge will be extra as per connection capacity & ITI rules.
- 2. Lessee shall shift all the machines/materials/tools available in the hanger (which is not of their use) to another hanger/space decided by the incharge / convener before own setup/shifting of material.
- 3. Bidders are requested to physically visit the site & understand all the terms & conditions before participating in tender.

#### VI. INFRASTUCTURE PARTICULARS

- 1. Water and power supply facilities will be provided to the above areas on chargeable basis as prevailing in ITI. Basic Water and power connection will be provided soon after taking Possession of the area and charges of water decided by ITI will be binding to lessee which will be nominal.
- 2. Electrical fittings like lights, fan, exhaust, AC, etc. will be installed and maintained by the lessee at own cost. An inventory will be maintained between ITI & Lessee during handing over the premises.
- 3. The area indicated is approximate. However, the actual area will be measured and handed over at time of occupation. The offer should include the rates for buildings and open space separately.

#### VII. THE PROCESS

a) The Technical bids will be opened **at 03.00 PM** on the same working day of last date of the submission of the bids.

- b) Commercial bids will not be opened on the day of opening of the technical bids.
- c) After declaration of opening the technical bids, evaluation of the technical eligibility of the bidders would be carried out by the Company. Thereafter, a Technical Evaluation report shall be prepared in detail to conclude/classify qualified/disqualified bidders.
- d) The decision regarding qualification/disqualification of the bidders shall lie with the Company and that decision shall be final and binding on all the bidders.
- e) There after the date of opening of the financial bid will be intimated to the technically qualified bidders only.
- f) Separate intimation to the technically qualified bidders will be sent.
- g) It is clarified that financial bid will not be opened or considered valid for the bidders who do not qualify in the technical bid.
- h) Based on the rent quoted in the bids, the comparative statement would be prepared as under.
- i) Bids shall be evaluated to derive the maximum overall rent to the Company.
- j) Based on the Buildings & Open Spaces for which bids have been submitted by various bidders and corresponding rentals quoted by the bidders, various combinations shall be worked out and compared to determine the combination which yields the Maximum Rental to ITI.
- k) The decision of the Company will be final & binding on the bidder.

# VIII. <u>BID SECURITY</u>

- a) All the bidders would be required to submit the original bid security along with technical bid in the form of **Demand Draft** or **Banker's Cheque**.
- b) The bid security shall be **Rs. 1, 00,000=00 (One Lac Only).**
- c) The bid security in the form of Demand Draft or Banker's Cheque shall be in favor of "ITI Limited Naini" Payable at 'SBI ITI Complex, branch, Naini Allahabad-211010 (Code No. 3486).
- d) Bid security will be non-interest bearing and therefore ITI shall not be liable to pay any interest to the bidders irrespective of the duration of time between the submission of the bid security and its return by ITI to the bidder.
- e) If for any reason, any selected bidder declines to take on rent one or more of the buildings, for which they have selected, the bid security furnished by the bidder shall stand **Forfeited**.
- If for any reason, whatsoever attributable to the Company, the lease deed cannot be entered into, the Company reserves liberty to annul tendering process and return bid security to the respective bidder/s. In such an event the Company shall not be liable for payment of any interest on the bid security amount to the bidders. Moreover, the bidder in such case shall not be entitled to any right or specific performance or any right or interest whatsoever in the Premises or any part thereof.
- g) The bid shall be valid for acceptance for a period of **120 days** from the date of opening of the technical bid called as the "Validity period".

So, the bid submitted shall not be withdrawn by the bidder during the validity period and will lapse after the validity period unless the Company accepts the bids before the expiry of the validity. In case the processing time for evaluation and award is likely to take some additional time beyond the validity period, the bidder shall be requested to extend the bid validity period as desired by the Company.

- h) In case the bidder withdraws his bid at any point of time during the validity period, his total bid security shall be **forfeited**.
- i) If any bid is not accepted / rejected by ITI, the bid security paid by that bidder shall be refunded without interest by Account Payee cheque in the name of the bidder.

#### IX. USAGE

- The Bidders are required to clearly/specify the mode/options of Usage of offered Building during the submission of bid.
- The bidder/lessee will not be permitted to use the said premises in such a way which is in the opinion of the Company may cause nuisance, annoyance or threat to safety & security or inconvenience to ITI or for storing hazardous goods or for any purpose not permitted under laws of the land.
- The bidder/Lessee will not use or deal with the premises in a manner contrary to any condition imposed on the premises by the law, the government or local authority and shall keep the Company indemnified against all actions, suits, and the other proceedings in consequence of such uses by the bidder/ Lessee.
- The bidder/Lessee would keep the leased premises and lavatories, pipeline, sinks etc. and passages forming par thereof, clean and in sanity condition and remove all rubbish at the end of each day outside factory premises.
- During the period of lease, any damage in whichever form if made to the property in use or the adjoining property will have to be made good by the bidder/Lessee.
   The decision of ITI will be the final in this regard.

#### X. <u>LEASE DEED</u>

- a) The Lease Deed would be prepared by the Company which would be final and binding.
- b) Lease Deed shall be executed within a period of **maximum four week** from the date of notification of selection of the successful bidder/Lessee.
- c) The Company shall execute the Lease Deed in favour of the prospective LESSEE and simultaneously therewith handover the said premises on "AS IS WHERE IS BASIS". All the legal formalities shall be completed by the respective parties before the date of execution of lease deed.

# XI. LEASE TERM LOCK-IN PERIOD, ESCALATION & SECURITY DEPOSIT

- a) Lease Deed will have a fixed lease term of maximum <u>Four Years and Eleven</u> **Months.**
- b) <u>Lessor and Lessee on mutual agreement may decide and extend the lease period by three/more terms on mutually agreed upon conditions.</u>
- c) The lease term will commence and rent will be payable from the date of handing over the possession of premises or execution of the lease agreement whichever is Earlier and would be payable up to termination of agreement or handing over of the premises back to the Lessor whichever is Later.
- d) **Minimum lock-in period** for the lease would be at least <u>36 months</u>. An undertaking will be taken from the lessee that they will honor this commitment with a binding clause in the agreement.
- e) A refundable interest free deposit equivalent to 'Six Months' (06 Months) rent shall be payable by the successful bidder [s] to the Company within 15 days from the date of issuance of letter of intent/acceptance of bid. This Security Deposit shall be returned by the Company to the successful bidder[s], without any interest, on expiry of lease period and handing over the premises, subject to the deductions/recoveries towards any dues payable by the successful bidder[s] to the Company, including rents, applicable taxes including GST, charges, cesses, rectification of any damages to the premises causes solely due to act of omission and commission on the part of the successful bidder [s].

# XII. CHARGES TO BE BORNE BY THE LESSEE

- a) GST on rental services of commercial property and cess (if any) shall be borne and paid by the bidder/lessee to the Company at the rates applicable from time to time. The Company shall raise bills for payment thereof and the same shall be paid along with rents on a monthly basis. The bidder/lessee shall also be liable to pay and bear any such future indirect taxes of the nature that may be levied by the State or Central Government in connection with renting/leasing services/activities.
- Taxes referred to in sub-clause (a) above, if paid by the Company first, for any reason, shall entitle the Company to receive a full reimbursement from the Bidder/Lessee within '10 days' of such payment, failing which such due amounts will carry interest at the rate of 18% per annum (compounded quarterly). Further, failure of payment beyond 120 days shall be regarded as a breach of the lease terms and would entail termination of the lease.
- c) Outgoings of property for the area given on lease if applicable like:
  - Lease rent
  - Cess
  - Levies
  - Local Taxes
  - Any interest/penalty which accrued on the above which is not attributable to any action/inaction on the part of ITI.
  - GST or any other tax payable on any of the items.

d) If at any time during the lease period, the Lessor has to pay any additional/new or increased taxes/charges or levies imposed by government or any local authority in respect of renting/leasing services/activities, it shall be lawful for the Lessor to recover all increase in taxes, additional/new taxes, charges or levies imposed by the government or any local authority during the period of this Lease from the Lessee in proportion to the area.

It is to be clarified that for any expenses on the leased-out area, ITI will remain as pass through entity without entertaining on its part and that Lessee will be liable to pay the lease rent as agreed after the bids and the actual expenses incurred by ITI during the term of lease as per the terms and conditions of this tender.

# XIII. PAYMENTS FOR ALL OUTGOINGS

- a) The charges for outgoing and other expenses will be payable from the date of handing over of the possession of the premises or execution and registration of the lease deed whichever is earlier and would be payable for a period up to termination of agreement or handing over of the premises back to Lessor whichever is later.
- b) All the outgoings being variable in nature will be calculated at actual based on proportionate usage and the decision of the Company will be final and binding on the Lessee. Actual amount as per bills/claims raised by the Company has to be reimbursed **within 10 days** of the receipt of the bills by LESSEE.
- c) If any outstanding (including outstanding interest) is not paid by the due date of payment by the Lessee, the same shall be liable to be paid along with the interest thereon at 18% (quarterly compoundable interest) per annum from the due date. Thereof till the date of payment without prejudice to the Lessor rights to the remedies as per Law including his right to terminate the lease and lessee would have to vacate the premises within one month from the date of receipt of such notice of termination from Lessor.
- d) The Company will ensure that to begin with, all the facilities will be in proper working conditions as it should be.

# XIV. PERMISSION TO INSPECT

The bidder/Lessee would always permit the Company or any persons deputed by the Company or all persons authorized by the Company, at all reasonable hours during the day time, after twenty-four hours' notice in writing to the bidder/Lessee, to enter upon the said premises for inspecting the works and things as may be required to be done for any repairs, alterations or improvements, and to give written notice of all needed repairs.

# XV. <u>VACATION</u>

- (a) In case the Premises or any part thereof at any time during the term hereby created, be destroyed or damaged by fire, acts of God, riot and civil commotion, enemy action, and such like causes not within the control of the Company, so as to be wholly or partially unfit for the use of the lessee then the lease shall come to an end and the lessee shall vacate the whole premises on payment of the proportionate rent and outgoings up to the date of vacating.
- (b) **ITI to have the absolute Rights:** It is clarified that Company has the absolute rights over the Premises and decision of the Company on various lease matters would be conclusive and binding. It shall be lawful for the Company to re-let the said Premises in part or in whole at any rent, which it may obtain after the termination of lease or determination of lease by efflux of time or in the event of any default by the lessee or in the event of vacation by lessee etc.

# XVI. <u>TERMINATION</u>

- (a) In case of termination of this lease agreement and/or vacation of the premises by the lessee for any reason, the lessee shall hand over peaceful and clean possession of the premises to the lessor only.
- (b) The lessor/lessee shall have the right to terminate the lease at any point of time during the lease period, by giving a written notice of *three months* in advance subject to the conditions of lock in period.
- (c) In the case of breach of the terms of the lease, the Company shall have the right to terminate the lease by **one month's notice** and enter upon the premises.

# XVII. <u>APPLICABLE TERMS AND CONDITIONS AND LESSEE'S OBLIGATIONS</u>

- 1. The Technical Bid shall not contain any reference of price/Cost particulars.
- 2. The above-mentioned description of features and infrastructures are indicative only. All bidders are advised to physically verify and inspect the premises and infrastructure prior to submission of their Bids. The premises will be made available to the successful Bidder[s] who is the new incumbent, applying fresh, on completion of basic minimum requirement works.
- 3. The entire premises would be given out on rent for an initial period of maximum **04 Years and 11 Months.**
- 4. The tender[s] shall not be submitted with a conditional offer. Any condition having financial implications will result in disqualification of the offer.
- 5. The building / Open Space cannot be sublet in any manner by the successful bidder[s] to the any other entity. In the event of it coming to the knowledge of the Company, that the successful bidder[s]/tenant[s] has/have sublet any portion of the premises to any other entity or have permitted any other entity to come into

possession of any portion of the premises and or/or have created any third party rights, or whatsoever entity, the Company shall be entitled to forthwith terminate the lease, re-enter/take back possession of the premises and forfeit the entire security deposit paid by the successful bidder[s]/tenant[s] to the Company.

- 6. The rate quoted by the bidder[s] shall take into account the entire infrastructure available within the premises *on "as is where is basis"* including the common services and circulation space.
- 7. In the event of the building / Open Space being let out to more than one firm as tenants, the expenses towards repairs and maintenance of the building including common areas shall be borne by the respective tenants in portion to the area occupied. In such circumstances, ITI shall have the right to consider maintaining the premises / infrastructures and actual cost being incurred by ITI towards maintenance and repairs including the annual maintenance contract of maintaining and operating the installation and equipment including the common services will have to be borne by the tenants in proportion to the area under possession and payable along with the monthly rentals. ITI shall have the right to engage and entrust the work to any authorized agencies for maintenance & repair works in the entire building including providing common services. The equipment's are to be maintained by authorized services agencies through AMC's.
- 8. The monthly rental shall be payable to ITI only by "Online Payment" due on or before 05th of every month, payable at Naini. All cheques/demand draft shall be drawn in favour of "ITI Limited, Naini" Cheque received after the above date shall attract interest @18% per annum would be calculated for delayed period. Alternatively, the monthly rentals plus other charges would be paid by NEFT/RTGS.
- 9. The rent will be payable from 11th day of issue of 'Letter of Intent' or 'Date of Occupation' whichever is earlier.
- 10. GST at the applicable rate shall have to be paid by the LESSEE/Successful bidder[s]. Any other taxes, cess and other levies imposed by the State/Central Govt. as prevailing on date of submission of offer or at a later date during the agreement period will have to be borne by the Lessee.
- 11. The premises may be inspected on any working day between **10:00 AM** to **04:00 PM** on prior intimation to ITI. Any clarification required prior to submission of offers may be obtained from the undersigned.
- 12. Any claim on account of ignorance of site condition and infrastructure will not entertained at a later date.
- 13. <u>ITI reserves the right to accept/reject any or all offers at any stage prior to the execution of the lease deed without assigning any reasons whatsoever & no claim from bidder will be entertained.</u>
- 14. An appropriate Lease Deed duly stamped and registered, reflecting more or less the terms and conditions set out herein will be executed between the successful bidder[s] and ITI. The entire cost towards registration charges, incidental

expenses, stamp duty and any other related expenditure associated with the registration, will have to be borne by the successful bidder[s]. A specimen copy of lease deed will be prepared by ITI and furnished to the successful bidder[s] after the finalization of the Bids.

- 15. In the event of any dispute or differences arising out of any/other claims/opinion including interpretation of clauses in this document among the bidders and ITI, the decision of the Chairman and Managing Director of ITI Limited shall be the final and binding.
- 16. The power charges payable to ITI will be booked to the tenant[s] account. In the event of more than one tenant occupying the building, separate meters will be installed by the company for assessing the power consumption.

The charges will be borne by Lessee[s] as per actual. As regards to water/sewerage charges, the amount payable to **Nagar Nigam Allahabad / ITI limited** shall be borne by the Lessee[s] in proportion to the water consumed / area occupied or as decided by ITI Limited, Naini.

- 17. An escalation in rent at <u>5% (FIVE PERCENT)</u> per annum will be applicable on completion of every 12 months.
- 18. The offer shall be valid for a period of 'four months' from the date of opening of bids. [Commercial bid]
- 19. A joint inspection by ITI and successful bidder[s] will be done to take stock of the inventory of fixtures, fittings equipment's, and other actual infrastructure, which will be handed over to lessee & recorded and signed by both the parties.
- 20. Termination of Contract: The contract shall be terminated by giving a notice period of **three months** on either side.
- 21. The bidders are requested to regularly visit ITI website; **www.itiltd.in** for any information, visit the aforesaid premises, inspect the available documents to acquaint themselves with the complete information before submitting the bid.

<u>NOTE:</u> The final revised condition if any as indicated in the corrigendum, amendment, clarifications and extension/changes regarding this tender as uploaded in the said website will be binding and may form part of the agreement.

#### XIX. ESSENCE OF CONTRACT

The adherence to the time schedules for the payment of rent, all outgoings and all payable amounts as per the lease agreement (including interest or penalty if any) determination of lease by notice or by efflux of time as specified in the lease agreement or relevant paragraphs of the tender, and subsequent vacation of the premises are the essence of the contract between the lessee and ITI.

# XX. <u>INDEMNITY</u>

- The lessee shall indemnify and hold harmless the Company from and against all
  actions, suits, proceedings, claims, damages, losses, expenses and demands of every
  nature and description, by reason of any breach of the provisions of the contract by the
  lessee or any act or omissions of the lessee, its representative or its employees or
  agents.
- 2. These indemnification obligations shall include but not be limited to claims, damages, losses, damage proceedings, charges and expenses which are attributable to:
  - (a) Sickness, disease or death of, or injury to any person.
  - (b) Loss of or damage to or destruction of any property.

#### XXI. GOVERNING LAW AND JURISDICTION

The agreement shall be governed by and construed in accordance with the laws of India and the courts at Allahabad alone shall have exclusive jurisdiction over all disputes arising under or in connection with the agreement. Dispute resolution mechanism shall be more fully detailed in the Lease Deed. The provisions of the Public Premises (Eviction of Unauthorized Occupants) Act, 1971 shall apply to the lease and the Premises.

 Any dispute arising out of or in connection with this contract including any question regarding its existence, validity or termination shall be referred to and finally resolved by arbitration under the jurisdiction of Allahabad.

#### <u>ANNEXURE – I</u>

#### Rentals/Month for Lease Period of <u>04 Years and 11 Months</u>.

TID Assembly Hanger is available on Rent cum Development/Up gradation, Operation & Management of Properties front of R&D Hanger Suitable for Production / Manufacturing Unit, Warehouse, others, etc. at a prime location inside ITI Limited, Naini Plant along with National Highway (NH-35) on "AS IS WHERE IS BASIS".

Sl. No.	Description of Property	Approx. Area in Sqm Or Sqft	Remarks
1	Total Building Area	5251 Sqm or 56,500 Sqft	

#### NOTE:

- Rental estimate is as per CPWD plinth area rates & DM circle rates of Karchhana.
   Management/Committee will have to whole right to accept or reject the highest offer (s).
- Rental estimate is as per CPWD plinth area rates & a DM circle rate of Karchhana is Rs. 11.07 per Sqft (Eleven Rupees Seven Paise) excluding applicable taxes. However, Management/Committee reserves the right to negotiate with H1 bidders for maximum rental value.
- Lessor and Lessee on mutual agreement may decide and extend the lease period by three/more terms on mutually agreed upon conditions.

#### [S. P. Tripathi]

Chief Manager (EDP & Services) ITI Limited, Naini, Prayagraj-10 Mob. No.: +91 9555498481

#### **ANNEXURE - II**

# PRICE / COMMERCIAL BID

TID Assembly Hanger is available on Rent cum Development/Up gradation, Operation & Management of Properties front of R&D Hanger Suitable for Production / Manufacturing Unit, Warehouse, others, etc. at a prime location inside ITI Limited, Naini Plant along with National Highway (NH-35) on "AS IS WHERE IS BASIS".

Sl. No.	Item Description	Area (Sqft)	Rental Rate per Sqft / month (Rs.)	Total Rent/ month in (Rs.) (Col. 2 x Col. 3)	Remarks	
	1	2	3	4	5	
1	Total Building Area	56,500				
Tota	ıl (Rs.)					
In W	In Words:					

# GST / Other applicable taxes to be paid extra.

SIGNATURE OF THE AUTHORISED REPRESENTATIVE WITH SEAL

# Government e-Procurement System Tender Input Form-CPPP (For e-Publishing)

#### **TENDER INPUT FORM**

Pl. does not use special characters in any field as these characters are not allowed to enter in the actual Online Form. e.g. & and Colon (:) but Comma (,), slash (/), bracket (), dot (.) and dash (-) can be used.

# (A) Basic details:

Sl.	Tender Reference No.	Naini/Civil/1006/003/2023-24,
No.		Dated: 20.07.2023
1	<b>Tender Type</b> *(Open / Limited / EOI / Auction/ Single)	Open
2	Form of Contract * (Buy / Supply / Piece Work / Lump-sum / Multi Stage / Fixed Rate / Turn-key / Works / Sale / Item Rate / Rate Contract)	Supply
3	No. of Covers * (1 / 2 / 3 / 4)	02 / 03
4	Tender Category * (Goods / Services / Works)	Goods
5	Account Type Head * (State Government Funded / Central Government Funded / Others)	Others
6	No of Bid Openers (02 /03)	02 / 03
7	Payment Mode * (Offline / Online)	Offline
8	If Offline: As Per Tender Document, Not Applicable DD-Demand BG-Bank Guarantee BC-Bankers Cheque, SS-Small Savings Instrument ACG-67 Receipts, Personal Cheque, FDR, RTGS / ECS / NEFT	<b>As Per Tender Document</b> Demand Draft

# (B) Cover details:

Sl. No.	Nos of Cover	Cover Type	Contents
01	Single Cover (a) (Fee/ Eligibility criteria/Technical-cum- commercial/Financial)	N/A	N/A
02	<b>Two Covers</b> (a) Fee/ Eligibility criteria/Technical-cum-commercial (b) Financial	N/A	N/A
03	Three Covers (a) Eligibility criteria (b) Fee (c) Financial	(a)Eligibility criteria (b)Fee/Technical (c) Financial	Eligibility criteria Technical-cum- commercial Price Bid

04	Four Covers (a) Fee	N/A	N/A
	(b)Eligibility criteria	-	
	(c) Technical		
	(d) Financial		

(C) NIT Document (Attached files should be in Word/pdf only)

Sl. No.	File Name	Docume Descript	-	Type	Size
01	Naini/Civil/1006/003/2023-		including	pdf	793 KB (8,12,214 bytes)
	24, Dated: 20.07.2023	general for work,	conditions / BOQ		

# (D) Work / Item Details:

• •	work / item Details:	TID Assessed III III.		
Sl. No.	Work / Item Title*	TID Assembly Hanger for Rent Out at ITI Limited, Naini, Prayagraj		
01	Work / Item Description *	As per tender items		
02	Pre-qualification Details	Preferably Similar nature of work		
03	<b>Product Category*</b> (Select from the provided list only)	Services		
04	Product Sub Category *	Miscellaneous Services		
4a	Contract Type * (Tender / Empanelment / Rate Contract)	Tender		
05	Tender Value * (INR)			
06	<b>Bid Validity days</b> * (120 / 90 / 60 /30) If other, specify	If 120 working days		
07	Calendar Completion / Delivery Period in	04 Year 11 month		
	Days			
08	Location Detail of Work / Services / Items *	ITI Ltd, Naini Unit, Mirzapur Road, Naini, Allahabad (UP)		
09	Pin code	211010		
10	<b>Pre Bid Meeting</b> * ( <b>Yes</b> / <b>No</b> ), If Pre Bid Meeting is <b>Yes</b>	No		
11	Pre Bid Meeting Place *	NA		
11a	Pre Bid Meeting Address *	NA NA		
11a 11b	Bid Opening Place *	ITI Ltd, Naini Unit,		
110	bid Opening Place	CM (EDP & Services) Department		
12	<b>Tenderer Class</b> * (As per tender document / NA)	As per tender document		
13	Inviting Officer*	CM (EDP & Services)		
14	Inviting Officer Address with Phone and email*			

# (E) Fee Details:

Sl. No.	Tender Charges:	Details
01	Tender Fee	Rs.1000/= Non refundable

1(a)	Processing Fee	NIL	
1(b)	Surcharges	NIL	
1(c)	Other Charges	NIL	
1(d)	Tender Charges Payable To *	ITI Ltd, Naini Unit, Allahabad	
1(e)	Tender Charges Payable At *	DD / Cash Deposit in ITI Ltd. Naini –Cash section	
1(f)	EMD Fee details:		
02	EMD Fee (Fixed / Percentage)	Fixed	
2(a)	If EMD Fee is Fixed then EMD Amount: If EMD Fee is Percentage then EMD Percentage %	Rs.1,00,000/-	
2(b)	EMD Exemption Allowed (Full / Partial / None)	None (without EMD Tender will be rejected)	
2(c)	If EMD Exemption Allowed is Partial, then EMD Exemption Percentage %	Nil	
2(d)	EMD Fee Payable To *	ITI Ltd, Naini Unit, Allahabad	
2(e)	EMD Fee Payable At *	Allahabad	

#### **(F) Critical Dates:**

Sl.	Various Dates	Dates (DD/MM/YY)	Time (HH:MM)
No.			
01	Uploading Date on website	20-07-2023	10:00 AM
02	Document Sale/ <b>Download</b> Start Date	20-07-2023	10:30 AM
03	Document Sale/ <b>Download</b> End Date	29-07-2023	04:00 PM
04	Seek Clarification Start Date	20-07-2023	10:30 AM
05	Seek Clarification End Date	29-07-2023	04:00 PM
06	Pre Bid Meeting Date	NIL	
07	Bid Submission Start Date	20-07-2023	11:00 AM
08	Bid Submission End Date	31-07-2023	02:30 PM
09	Bid Opening Date	31-07-2023	03:00 PM

(G) Uploading the Tender documents; (only pdf, jpg, xls & rar files allowed)

Sl. No	File Name	Document Description (NIT/Tender/BOQ/Additional)	File Type	Size
01	TID Assembly Hanger for Rent Out at ITI Limited, Naini, Prayagraj	, , , , , , , , , , , , , , , , , , , ,	pdf	793 KB (8,12,214 bytes)

**Note:** Pls use some prefix to the file name which can indicate the category it belongs to. e.g. NIT\_xxxxx/Tender\_xxxxx / BOQ\_xxxxx / Addl\_xxxxx, where xxxxx is 'Actual file name'

Prepared by: Anup Kishor Asst. Manager (Civil) Mob. No. +91 7905845215 Approved by: S.P. Tripathi CM (EDP& Services) Mob. No. +91 914014465

# Product Category \* (Product Category depends on Tender category)

## A- (If, Tender Category is Goods, choose from the following options available only)

Aviation

Computer-Data processing

Computer H/W

**Computer Manpower** 

Computer S/W

**Electrical Work / Equipment** 

**Electronics Equipment** 

Food products

Furniture / Fixture

Gold and Silver coins / Bars

Hiring of goods Hiring of vehicles

**Maintenance contracts** 

Mechanical Engineering Items Medals,

Corporate mementos / Plates

**Medical Equipments / Waste** 

**Metal Plates** 

Miscellaneous goods

Non dietary items

Pipes and pipe related activities

Sports goods / Equipments

Sugar and allied products

Uniforms / Curtains / Clothes

UPS

**Others** 

#### B- (If, Tender Category is Works, choose from the following options available only)

**Access Control System** 

Adhesives

Agricultural or forestry

Architecture / Interior design

Audio-Visual Equipment

Cargo / container

Ceramics

Chemical / Minerals

**Civil Work** 

Coal

Construction

Documentary film / Video film

**Electrical Works** 

Entertainment / Musical instruments

**Explosive** 

Government stock / Security

Gypsum

**Housekeeping / Cleaning** 

Industrial / Medical gas Information technology

Iron / Steel materials

Land / Building

Machineries

Marine works

Metal fabrication

Metals

Minings

Miscellaneous

Nobard and rural roads

Non explosive

Oil / Gas packaging

Pesticide

Plant protection input

Power / Energy projects / Products /

Services

Publishing / Printing

Pumps / Motors

**Repair and Maintenance** 

Repair works

Scrap / disposables

Security system

**Shipping / Transportation / Vehicle** 

Solid Waste Management

**Stationery** 

**Stones** 

Support / Maintenance service

Surgical and sutures

Survey

**Textile** 

Warehouse

Water Equipments / Meter / Drilling /

Boring

# C- (If, Tender Category is Services, choose from the following options available only)

Aids and appliances for the disabled

Air Compressor

Air Conditioner

Automatic Bus Washing Machine

Bearings

Bio-Fertilizer Production Material

**Bus Body construction** 

**Catering Services** 

Consultancy

**Crane Services** 

**Fire and Safety** 

**Handy Craft** 

Hotel / Catering

**House Keeping** 

**Jute Product** 

Marine Services

**Medicines** 

Miscellaneous Services

**Network / Communication Equipments** 

Plant Protection Equipment

Solar Water Heater

**Stationery Items** 

Supply, Erection and Commissioning

Survey and Investigation Services

Weighing System