



EOI /RFP FOR LEASING OUT ITI RAEBARELI's UNUSED BUILDINGS



**ITI LIMITED RAEBARELI
DOORBAHSH NAGAR, RAEBARELI
UTTAR PRADESH - 229010**

**ON BEHALF OF ITI LTD., TENDER INVITED FOR OCCUPYING UNUSED BUILDING
OF ITI RAEBARELI THROUGH E-TENDERING PORTAL.**

| | | |
|--|----------|--|
| BID PUBLISHING DATE | : | 17-05-2023 |
| PRE BID MEETING | : | 26-05-2023 |
| BID DUE DATE | : | 07-06-2023 TIME UP TO 17.00 HRS |
| DATE & TIME FOR OPENING OF TECHNICAL BID: | | 08-06-2023 |
| EMD's | : | Rs. 15000.00 per Building |
| CONTACT PERSON | : | Mr. A.P. Singh, AM-TA |
| | | Mob: 08874465669 |

INTENDING BIDDERS MAY DOWNLOAD THE COPY OF THE TENDER DOCUMENT FROM THE WEBSITE <http://www.itilttd.in> AND SUBMIT BID OFFER ON OR BEFORE DATE & TIME SPECIFIED ABOVE.

PANKAJ SINHA
DGM-PPM

ITI Ltd., Raebareli
Mail id-pankajsinha_rbl@itilttd.co.in



EOI /RFP FOR LEASING OUT ITI RAEBARELI's UNUSED BUILDINGS

E-Tendering

FOR

EOI for leasing out of unused old buildings of ITI LTD RAEBARELI on Lucknow Balapur link road approximately 700 meters away on turn Lucknow- Allahabad national highway for 4 years 11 months, extendable on mutually agreed terms and conditions.

MAY 2023

Issued by:-

**AM-TA
ITI Limited, Raebareli
Sultanpur Road, Doorbhash Nagar,
Raebareli-229010(U.P.)
Visit us at <http://www.itiltd.in>**



EOI /RFP FOR LEASING OUT ITI RAEBARELI's UNUSED BUILDINGS

EOI FOR LEASING OUT OF FOLLOWING UNUSED OLD BUILDINGS OF ITI :-

- 1. OLD MPD**
- 2. EPD CANTEEN**
- 3. MPD ENGINEERING**
- 4. R&D BUILDINGS**

DOORBHASH NAGAR, ON LONGTERM LEASE BASIS (04 YEARS AND 11 MONTHS FURTHER EXTENDEBLE UPTO ANOTHER TERM OF 4 YEARS AND 11 MONTHS) FOR ESTABLISHMENT OF INSTITUTES , HOSPITAL, SCHOOL AND OFFICE ETC.

1.0 INTRODUCTION:

ITI Limited, Raebareli unit of ITI Ltd., a Central Public Sector Enterprise under the administrative control of Department of Telecom, Ministry of Communications, Government of India is one of the manufacturing unit at Raebareli, Uttar Pradesh.

ITI Ltd., Raebareli (hereinafter referred as ITI, RB), is at present having large unused building of old MPD Canteen building (2000 Sq. Mtr.), old EDP Canteen building (1850 Sq. Mtr.), MPD Engineering building (1500 Sq. Mtr.) and R&D building (623 Sq. Mtr.) in its premises situated at ITI Factory , Sultanpur road, Raebareli-229010.

Now, ITI, RB intends to lease out the above mentioned building for establishment of Institutes, Hospital, School and Offices etc. to eligible bidders as per the scope of work mentioned below.

The said buildings has been suitably demarcated physically on site to avoid any confusion and/or disturbance to the educational activities of the Institutes, Schools, Hospitals and working of Offices etc., ITI, RB invites Tender from prospective eligible bidders in this endeavor. The successful bidder shall be required to enter into lease agreement with ITI, RB and registered with the appropriate authority.

2.0 SCOPE OF THE CONTRACT:

GENERAL TERMS & CONDITIONS AND SCOPE OF CONTRACT

- i. The above said buildings having their measuring area, situated in ITI Ltd., Raebareli shall be given on lease for a period of 04 years and 11 months that will be extendable on mutually agreed terms and conditions.
- ii. The buildings will be leased out for the establishment of Institutes, Hospitals, Schools and working of Offices etc. so that ITI, RB may be benefited from this endeavor. However, if open land is taken by any bidder along with building , the open land will be used for their own purpose. No commercial activities will be allowed without prior permission from ITI Raebareli Town Administration.

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- iii. The lease agreement shall be required to be registered with the appropriate authority within one month of issue of Letter of Intent (LOI). Full cost of Stamp Duty & Registration Charges to be borne by Licensee including other Misc. Expenses. The Licensee shall execute a suitable lease agreement for a period of 04 years and 11 months extendable mutually.
- iv. The lease shall be registered for a period of 04 years 11 months and may be further renewed on mutually agreed terms and conditions. The negotiations for the same may be discussed and finalized within six months prior to the expiry of the above lease period of 04 years and 11 months.
- v. Earnest Money Deposit of Rs. 15,000.00 for each building is to be submitted along-with the offer through DD/Banker's Cheque issued by any Nationalized/Scheduled Bank in favour of ITI Limited, Raebareli payable at Raebareli.
- vi. Bank Guarantee issued by any Nationalized/Scheduled Bank in favor of ITI Ltd., Raebareli equivalent to six month's monthly rent is to be submitted at the time of agreement.
- vii. That any kind of construction whether it is permanent/temporary or erecting any type of shed on the said buildings would not be permitted in what so ever condition without taking prior permission from Town Administrator if, it is required.
- viii. The existing structure of the buildings will not be changed in any circumstances without taking prior permission from Town Administrator.
- ix. The buildings will not be used by the Lessee/Licensee for any other purposed except parking of vehicles and safe passage for entry into and exit from the building. However, the said buildings may be used by ITI, RB for their own use/purposes as per the future requirement by giving Licensee/Lessee sufficient passage for entry into and exit from the building.
- x. The preference will be given to bidders from Central Govt./State Govt./CPSU/State PSU/Govt. Organization/Govt. Institutions/Reputed Private Organization etc. in this case terms and conditions may be relaxed at the sole discretion of ITI, RB management.
- xi. The buildings would be given on lease "as is where is" basis.
- xii. Interested parties may inspect/visit the buildings by taking prior appointment from Shri A.P. Singh, AM-TA, Mobile No. 08874465669 latest by 15.05.2023 (Except Sunday) from 9.00 AM to 5.00 PM only.
- xiii. The cost of installation of meter for the temporary/permanent connection of electricity supply and water supply to be borne by the Licensees at own cost.
- vii. The letter of intent for handing over the site will be issued to the Licensee after the receipt of security deposit for an amount of **Rs. 5, 00,000.00 (Rs. Five Lakh only) for each building** in favour of ITI Limited, Raebareli through Demand Draft/Banker's Cheque issued by Nationalized/Scheduled Bank payable at Raebareli, which will be returned to Licensee at the time of handing over the building. No interest will be given on security deposit amount and will not be adjusted against monthly lease rent.

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- viii. Advance rent equivalent to one month rent is also required to be deposited which will be adjusted in subsequent rent.
- xii. The Licensee may carry out interior fit-out /partition works etc. for the area in their possession only. Furnishing of rented building shall be carried out by the Licensee.
- xiii. ITI, RB shall have exclusive right to reject the offer without assigning any reason.
- xiv. The Performa of Lease and License Agreement will be provided to the successful bidders at the later stage as per the usage of the building. There may be some minor changes/modification in Lease and License Agreement, **if required**, mutually agreed upon by the both parties during finalization of the same.

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3.0 RESPONSIBILITIES OF THE BIDDER

- (i) The bidder is responsible to abide by all the conditions as stated in 2.0 above.
- (ii) The Licensee shall furnish security deposit to ITI, RB for an amount of Rs. for each building as per 3.1(i) in favor of ITI Limited, Raebareli through Demand Draft/Banker's Cheque issued by Nationalized/Scheduled Bank payable at Raebareli in favor of **ITI Limited, Raebareli** within 14 days of date of issue of notice for issue of LOI and it will be kept as security deposit during the contract period and no interest will be paid on the security deposit. The security deposit shall be payable to the ITI, RB as compensation for any loss resulting from the bidder's failure to complete its obligations under the contract. The security deposit will be returned by the ITI, RB after completion of the Licensor's performance obligations under the contract.
- (iii) The buildings may not be mortgaged/leased/sublet further for collection of any sorts of fundsto any financial institution (s) or any other sorts.
- (iv) No Objection Certificate / License / Registration / approval / sanction / clearance from appropriate authorities as may be required under environmental laws and other statutory provisions are to be arranged by the Licensee.
- (v) Licensee is liable to comply all the requirements and obligations for the use of buildings as specified by governing laws of appropriate authority.
- (vi) For any injury of workmen engaged/deputed by the **Licensee** due to accident arisingduring execution of contract will be at bidder's part and ITI, RB will in no way be held responsible for the claim and/or compensation and the bidder will be liable to pay compensation as admissible under Workmen Compensation Act, 1923 as amended from time to time.
- (vii) The **successful licensee** would be responsible for the charges as may be suffered / incurred by for any losses/ damages/ shortage/ pilferage/ theft of any materials or for any happening due to their default, negligence, misbehavior etc. The ITI, RB reserves the right to make good all sort of losses/ damages / shortage / pilferage/ theft in full, from the bidder.

3.1 RESPONSIBILITIES OF ITI, RB

- (i) ITI, RB shall provide building only.

| S.No. | Name | Area | Tender Cost (in Rs.) | EMD (in Rs.) | Security Amount |
|-------|--------------------------|-----------------|-------------------------|-----------------|--------------------|
| 1 | EPD Canteen Building | 1850 Sq. Mtr | 1000.00 | 15000.00 | 15 Lakh |
| 2 | MPD Canteen Building | 2000 Sq. Mtr | 1000.00 | 15000.00 | 15 Lakh |
| 3 | MPD Engineering Building | 1500 Sq. Mtr | 1000.00 | 15000.00 | 10 Lakh |
| 4 | R&D Building | 623 Sq. Mtr | 1000.00 | 15000.00 | 05 Lakh |

Note-Any bidder can apply for one or more buildings and accordingly will submit the EMD Fee@Rs15000/building

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- (ii) Being the owner of the buildings, ITI, RB will co-operate to get the related license / permission from appropriate authorities, but persuasion & charges for getting required license / permission shall lie with the bidder.
- (iii) Taxes and other liabilities:- All proportionate property related taxes , Municipal taxes, Cess etc. levied by the local Authorities shall be borne by the Licensee at all times during the tenure of the agreement.
- (iv) The cost of installation of meter for the temporarily / permanent connection of electricity supply and water supply to be borne by the Licensees at own cost. If, water is provided by ITI, RB charges are to be paid.
- (v) The letter of intent for handing over the site will be issued to the Licensee after the receipt of security deposit as per point 3.1(i) in favour of ITI Limited, Raebareli through Demand Draft/Banker's Cheque issued by Nationalized/Scheduled Bank payable at Raebareli, which will be returned to Licensee at the time of handing over the building. No interest will be given on security deposit amount and will not be adjusted against monthly lease rent.
- (vi) Advance rent equivalent to one month rent is also required to be deposited which will be adjusted in subsequent rent.
- (vii) The Licensee may carry out interior fit-out / partition works etc. for the area in their possession only. Furnishing of rented building shall be carried out by the Licensee.
- (viii) ITI, RB shall have exclusive right to reject the offer without assigning any reason.
- (ix) The preformed of Lease and License Agreement will be provided to the successful bidders at the later stage as per the usage of the building. There may be some minor changes / modification in Lease and License Agreement, if required, mutually agreed upon by the both parties during of the same.,

Note:- Delay in payment of above taxes/charges will attract penal interest.

4.0 Guidelines / Instructions to Bidder :-

- This bid has been invited through e-tendering mode only.
- Bids complete in all respects should be submitted on or before the BID DUE DATE.
- Bidder shall provide clause by clause compliance. Please spell out any unavoidable deviations, Clause/ Article wise in your bid under the heading Deviations.
- Once quoted, the bidder shall not make any subsequent price changes, whether resulting or arising out of any technical/commercial clarifications sought regarding the bid, even if any deviation or exclusion may be specifically stated in the bid. Such price changes shall render the bid liable for rejection.
- The commercial bid of only those bidders shall be opened which meet all the eligibility and technical criteria as per format asked in EOI/RFP.
- Bids shall remain valid for 180 Days after the date of opening of Commercial Bid. A Bid valid for a shorter period shall be rejected as non-responsive

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- Submission of Bids shall be only through e-tendering process on <https://itilimited.euniwizarde.com> which is mandatory for this Tender.
- Tender Type: Two bids i.e., Technical and Financial Bids shall be submitted by the bidder at the same time on the above mentioned tendering portal.
- **Note-** The above enquiry is also available on the website www.itilttd.in, www.eprocure.gov.in for viewing purpose and for participation & submission on <https://itilimited.euniwizarde.com> only.
- **Note-** It is advised that all the documents to be submitted are kept scanned or converted to PDF format in a separate folder on your computer before online submission. Price Bid (Excel Format) may be downloaded and rates may be filled appropriately. For any portal related issues contact: **Mr. Mayur Tyagi Mob 9355030615.& Mr Navneet Mishra Mob : 9355030630.**

4.1 TENDER DOCUMENTS

The scope of work, bidding procedures and contract terms and conditions are prescribed in the Tender Document. The Bidder is expected to examine all instructions, forms, terms and conditions in the Tender Documents. Failure to furnish all information required as per the Tender Documents or submission of the bids not substantially responsive to the Tender Documents in every respect will be at the bidder's risk and may result in rejection of the bid.

Any alteration / modification in the downloaded copy of the Tender documents will lead to rejection of the bid documents. In case any deviation is found, the hard copy supplied by ITI, RB shall prevail.

A prospective bidder, requiring any clarification on the Bid Documents shall notify ITI, RB in writing not later than 07 days prior to the date of opening of the Tender.

At any time, prior to the date of submission of bids, ITI, RB may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Documents by Amendments/Addendums and these amendments will be binding on them.

Cost of Tender Documents: Tender Document will be available for sale and can be had from the AM-TA, ITI Ltd., Raebareli-229010 against payment of **Tender fee of Rs 1000/-** which will be payable in the form of DD/ banker's cheque and shall be drawn from any Nationalized/ Scheduled Bank in favour of "ITI Limited, Raebareli" and payable at Raebareli.

Tenders are also available at website of ITI. The bidders downloading the tender document from the website are required to submit the tender fee amount as stated above through DD/Banker's cheque along with their tender bid failing which the tender bid shall be rejected.

4.2 PREPARATION OF TENDER

The Tender Form and Price Schedule shall be completed in all respects along with the required documentation. Bids are liable to be disqualified if all information called for are not furnished.

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BID RENT: The bidder shall quote in the Rent schedule **Annexure-1** without any conditions attach. The offer shall be in Indian Rupees.

BID SECURITY

- (i) The bidder shall furnish, as part of his bid, a bid security for **buildings as per 3.1(i)** in the form DD/Banker's Cheque issued by a Scheduled/Nationalized bank in favor of ITI Ltd., Raebareli payable at Raebareli.
- (ii) The bid security is required to protect ITI, RB against the risk of bidder's conduct, which would warrant the forfeiture of bid security.
- (iii) A bid not secured in accordance with Clause- 4.2(i) above shall be rejected by ITI, RB, being non responsive at the bid opening stage.
- (iv) An EMD's of Rs.15,000.00 per building (Rs. Fifteen Thousand per building) shall be submitted by the bidder in favour of M/s ITI Limited , Rae Bareli in the form of DD/ Banker cheque / NEFT/ RTGS in the attached bank mandate.
- (v) Unsuccessful Bidder's EMD's will be refunded within thirty (30) days from the date of award of work to the successful bidder on a written request.
- (vi) The successful Bidder's EMD's will be discharged upon the Bidder signing the Contract/Agreement and furnishing the Performance Bank Guarantee.
- (vii) The MSME bidders registered with the designated MSME bodies like National Small Scale Industries Corporation etc. are exempted from payment of EMD fee. Micro and Small Enterprise (MSE) bidders should submit their valid Udyam Registration Certificate indicating URN (Udyam Registration Number) issued from MSME in order to avail the benefits available to MSEs as contained in Public Procurement Policy for MSEs. URN certificate should broadly cover the Equipment/ Services offered in tender.
- (viii) The bid security of the unsuccessful bidder will be returned within 30 days of finalization of the tender or after the expiry of the bid validity period. The successful bidder's bid security will be returned upon the bidder's acceptance of the Letter of Intent satisfactorily and furnishing the performance security and advance rent along with duties and taxes.
- (ix) The bid security may be forfeited:
 - (a) If the bidder withdraws his bid during the period of bid validity specified by the bidder in the Bid form or
 - (b) In the case of successful bidder, if the bidder fails:
 - (i) to sign the contract or
 - (ii) to furnish performance security.
 - (c) In both the above cases, the bidder will not be eligible to participate in the Tender for same item for one year from the date of issue of final notice on this subject. The bidder will not approach the court against the decision of ITI, RB in this regard.

4.3 VALIDITY OF TENDER

- I) Tender shall remain valid for 180 days from the date of opening of bid prescribed by ITI, RB. A bid valid for a shorter period may be rejected by the ITI, RB being

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non-responsive.

- II) In exceptional circumstances, the ITI, RB may request the consent of the bidder for an extension to the period of bid validity. The request and the response there to shall be made in writing. The bid security provided under clause at above shall also be suitably extended. The bidder may refuse the request without forfeiting its bid security. A bidder accepting the request and granting extension will not be permitted to modify its bid.

4.5 Submission of "TENDER"

The First cover shall contain the following documents:

- (i) All the pages of Tender document duly signed with stamp and enclosed as a token of acceptance
- (ii) Tender Fee and Bid Security [EMD] submission proof shall be submit along with technical document .(DD/Banker's Cheque of Tender Fee)
- (iii) Undertaking & declaration as per **Annexure- 2**
- (iv) Bidder's profile & Questionnaire as per **Annexure-3**
- (v) Price Bid Format as per **Annexure -4**
- (vi) **Annexure-5** for Letter of Authorization for attending Bid Opening Event.
- (vii) Any other relevant information considered necessary for successful bidding. The **second cover** shall contain Rents schedule as per **Annexure-1**completed in all respects.

ITI, RB may, at its discretion, extend this deadline for the submission of tender by amending the Tender Documents in which case all rights and obligations of ITI, RB and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

5.0 OPENING OF TENDER BY ITI, RB

ITI, RB shall open the Tender in the presence of tender opening committee. If, bidders or their authorized representatives desired to attend the tender opening may request 2 days prior request from the due date to the AM-TA. Only one representative for any bidder shall be authorized and permitted to attend the bid opening. Authority letter to this effect shall be submitted by the authorized representative of bidders before they are allowed to participate in bid opening.

6.0 CLARIFICATION OF TENDER

To assist in the examination, evaluation and comparison of Tender, ITI, RB may, at its discretion ask the bidder for the clarification of its Tender. The request for the clarification and the response shall be in writing. **However, no post bid clarification at the initiative**

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of the bidder shall be entertained.

7.0 SITE VISIT AND SURVEY

Bidders, if they so choose, may prior to submitting their Tender, visit and examine the site and its surroundings at their own expense and obtain and ascertain for themselves, at their own responsibility, any site-specific information they desire.

8.0 EVALUATION PROCESS

The Bidder who quotes the highest rates at par with the reserved rates decided by the ITI, RB [excluding taxes and duties] will be selected as successful bidder. However, the preference will be given to the bidders from Govt. Organization/Institution etc. The selected bidder will have to enter into an agreement with ITI, RB, defining various terms and conditions as per this bid document.

8.1 The right to suspend the short-listing process or part of the process, to accept or reject any or all the offers of the tender at any stage of the process and/or to modify the process or any part thereof at any time without assigning any reason thereof is reserved by ITI, RB without any obligation or liability whatsoever.

8.2 This tender constitutes no form of commitment on part of ITI, RB. Furthermore, this tender confers neither the right nor an expectation on any bidder to participate in the proposed bid.

9.0 Disqualification

- (i) ITI, RB shall not consider a tender that is found to be incomplete in content and /or attachments and /or authentication etc.
- (ii) Without prejudice to any other rights & remedies available to ITI, RB a bidder may be disqualified and its tender dropped from consideration for any of the reasons including but not limited to those listed below:-
 - (a) If a misrepresentation / false statement is made by the bidder, at any stage, whether it is technical, Financial, document or otherwise.
 - (b) If it is discovered at any time that bidder is subject matter of winding-up / insolvency or other proceedings of a similar nature.
- (iii) If information becomes known which would have entitled ITI, RB to reject or disqualify the relevant bidder, even after the interested party / bidder has been qualified to receive the tender / award of contract, ITI, RB reserves the right to reject the said party / bidder at time or at any time after, such information becomes known to ITI, RB.
- (iv) ITI, RB's decision that any of the events specified above has occurred shall be final, binding and conclusive.

10.0 RIGHTS OF ITI, RB

ITI, RB reserves the right to accept or reject any bid, and to annul the bidding process, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds of the ITI, RB's action.

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ITI, RB reserves the right to disqualify the bidder for a suitable period who habitually failed to perform in time. Further, the bidder(s) who do not perform satisfactorily in accordance with the terms and conditions of the tender may also be disqualified for a suitable period as decided by ITI, RB.

11.0 SIGNING OF CONTRACT

The Letter of Intent will be awarded for contract on the bidder.

Upon the successful bidder furnishing security deposit etc. pursuant to clause 10.0, the ITI, RB shall discharge the bid security, except in case of H-1 bidder, whose EMD shall be released only after finalization of contract agreement.

12.0 Security Clause as per latest guidelines and requirement

Mandatory Licensing requirements with regards to security related concerns issued by the Government of India/State Government from time-to-time shall be strictly followed.

13.0 ANNULMENT OF AWARD

Failure of the successful bidder to comply with the requirement of clause 10.0 shall constitute sufficient ground for the annulment of the award and the forfeiture of the bid security in which event the Purchaser may make the award to any other bidder at the discretion of the ITI, RB or retender.

14.0 FORCE MAJEURE

If, at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such an event comes to an end or ceases to exist, and the decision of ITI, RB in this regard shall be final and conclusive. Further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, ITI, RB may, at its option, terminate the contract.

NOTE:- ITI, RB shall have the exclusive right with regard to change / amend / relax / modify / alter any terms and conditions of this tender along-with reserved price.

**EOI /RFP FOR LEASING OUT ITI RAEBARELI's UNUSED BUILDINGS****Commercial Bid Form****Annexure 1****RENT SCHEDULE**

| Sl. No. | ITEM | AMOUNT (in Rs.) |
|----------------|--|------------------------|
| | <u>Rent per month to be remitted to ITI, RB</u> | |
| 1 | EPD Canteen Building | |
| 2 | MPD Canteen Building | |
| 3 | MPD Engineering Building | |
| 4 | R&D Building | |

**EOI /RFP FOR LEASING OUT ITI RAEBARELI's UNUSED BUILDINGS****Annexure 2****UNDERTAKING & DECLARATION****For understanding the terms & condition of Tender & Scope of Contract****a) Certified that:**

1. I/ We.....have read, understood and agree with all the terms and conditions, specifications included in the tender documents & offer to execute the work at the rates quoted by us in the tender form.
2. If I/ We fail to enter into the agreement & commence the work in time, the EMD/ SD deposited by us will stand forfeited to the ITI, RB.
3. No additions/alterations/deletions/corrections have been made in the downloaded Tender Document being submitted and it is identical to the tender document appearing on the Tender Portal.

b) The tenderer hereby covenants and declares that:

1. All the information, Documents, Photo copies of the Documents/ Certificates enclosed along with the Tender offer are correct.
- 2) If anything is found false and/or incorrect and/or reveals any suppression of fact at any time, ITI, RB reserves the right to debar our tender/Letter of Intent if issued and forfeit the EMD/ SD/ Bill amount pending with ITI, RB. In addition, ITI, RB may debar the bidder from participation in its future tenders.
- 3) Black Listing: It is certified that our firm have /have not been black listed by any Govt. authorities /PUSs on account of any reason. However, if we fail to supply /fulfill the tender conditions, ITI, RB is free to take action to black list our firm.

Date:

.....
Signature of Tenderer

Place:

Name of Tenderer
Along with date & Seal

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Annexure 3

Bidder's profile & Questionnaire.

Tenderer / Bidder's Profile & Questionnaire (To be filled in and submitted by the bidder)

A) Tenderer's Profile

1. Name of the Individual/ Firm:
2. Present Correspondence Address
.....
..... Telephone
No. Mobile No. FAX No.
..... & Email
3. Address of place of Works / Manufacture :-
.....
.....
..... Telephone
No. Mobile No.
FAX No.& Email
4. State the Type of Firm: Sole proprietor-ship/partnership firm / (Tick the correct choice): Private limited company.
5. Name of the sole proprietor/ partners/ Director(s) of Pvt. Ltd Co.:

| S. No. | Name | Father's Name | Designation |
|--------|------|---------------|-------------|
| 1. | | | |
| 2. | | | |
| 3. | | | |
| 4. | | | |
| 5. | | | |

6. Name of the person authorized to enter into and execute contract/ agreement and the capacity in which he is authorized (in case of partnership/ private Ltd company):
.....
.....
7. Permanent Account No. :
8. Details of the Bidder's Bank
 - (a) Beneficiary Bank Name:.....
 - (b) Beneficiary branch Name:.....
 - (c) IFSC code of beneficiary Branch.....
 - (d) Beneficiary account No.:.....
 - (e) Branch Serial No. (MICR No.):.....
9. Whether the firm has Office/ works in **Raebareli**? If so state its Address
.....



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11) Suggestion for improvement of the tender document.

Place.....

Date

Signature of contractor

Name of Contractor

**EOI /RFP FOR LEASING OUT ITI RAEBARELI's UNUSED BUILDINGS****Annexure 5****For Letter of Authorization for attending Bid Opening Event.**

(To be typed preferably on letter head of the company)

Subject: Authorization for attending Bid opening

I/ We Mr. /Ms.....have submitted our bid for the tender no.
..... in respect of
..... (Item of work) which is due to open on
..... (Date) in the Meeting Room, O/o
.....

We hereby authorize Mr. / Ms. whose signatures are attested below, to attend the bid opening for the tender mentioned above on our behalf.

.....
Signature of the Representative

.....
Name of the Representative

.....

Signature of Bidder/ Officer authorized to sign
on behalf of the Bidder

Above Signatures Attested

Note 1: Only one representative will be permitted to attend the Bid opening

2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received.

**EOI /RFP FOR LEASING OUT ITI RAEBARELI's UNUSED BUILDINGS****Commercial Bid Form****SCHEDULE OF THE PROPERTY**

All that premises situated in ITI Limited, Raebareli-229010.

Interest Free Security Deposit of Rs.

Monthly Rent Rs.

Tenure 4 years 11 months From To

IN WITNESS WHEREOF the parties have hereunto put their hands and seal
theDay and year first hereinabove.

SIGNED, SEALED AND DELIVERED }

By the within named "LICENSOR" }

AM-TA }

ITI Ltd., Raebareli-229010 }

In the presence of}

1)

2)

SIGNED, SEALED AND DELIVERED

}

By the within named "LICENSEES" }

In the presence of}

1)

2)

***** **END OF BID DOCUMENT** *****



EOI /RFP FOR LEASING OUT ITI RAEBARELI's UNUSED BUILDINGS

ANNEXURE-4

PRICE BID FORMAT

ITI LIMITED
(A Government of India Undertaking)
Sultanpur Road, RAE BARELI-229010 (U.P)

EOI/ RFP (EUW18E1533RL) for Leasing out ITI RAEBARELI's UNUSED BUILDINGS

Name of Firm

Price/Financial Bid format for Leasing out ITI RAEBARELI's UNUSED BUILDINGS

A> Offer for EOI / RFP for Leasing out ITI RAEBARELI's UNUSED BUILDINGS

| Sl | Details of the Items/Building | Monthly Rent in Rs (1) | GST % (2) | Total Rent (in Rs.) (with GST) 3=(1*2) |
|----|-------------------------------|---------------------------|--------------|---|
| 1 | EPD Canteen Building | | | |
| 2 | MPD Canteen Building | | | |
| 3 | MPD Engineering Building | | | |
| 4 | R&D Building | | | |

B>

| | | |
|--------------|--|---|
| 1 | Validity of offer | 180 days |
| 2 | Payment Terms | a) Monthly rent shall be paid by the party through NEFT/RTGS to ITIL's account between 1st to 7th day of the month after signing of Lease Agreement. b) In default of payment on due date, interest at 3% per month on each instalment due would be charged on the outstanding amount. * However for the initial 90 days after possession of building no rent shall be charged form the eligible party. |
| Note- | Any deviation from above format shall be liable for rejection of the bid | |

MANDATE FORM

(Authorization Letter for Payment of supplier's Contactor's Bills through E-payment Scheme)

- 1- NAME OF THE COMPANY / FIRM : ITI LIMITED
- 2- ADDRESS : SULTANPUR ROAD, RAEBARELI (U.P.)
- 3- PARTICULARS OF BANK ACCOUNT :
- NAME OF THE BANK : BANK OF BARODA
 - BRANCH NAME : MAIN BRANCH, RAEBARELI
 - TYPE OF ACCOUNT : CURRENT ACCOUNT
 - LEDGER / FOLIO NO. : N/A
 - NAME OF THE ACCOUNT HOLDER : ITI LIMITED, RAEBARELI
 - ACCOUNT NO. AS APPEARING ON THE CHEQUE BOOK / PASS BOOK : **00520200000319**
 - BRANCH CODE : **RAEBAR**
 - ADDRESS : **BANK OF BARODA, MAIN BRANCH, RAEBARELI (U.P.)**
PIN CODE : 229001
 - TELEPHONE NO. OF THE BRANCH : **0535-2203328, 2203053**
 - WHETHER SEFT SYSTEM AVAILABLE : YES / NO
 - WHETHER RTGS ENABLED BRANCH : **YES**
 - IF RTGS ENABLED GIVE IFSC CODE : **BARB0RAEBAR (FIFTH CHARACTER IS ZERO)**
 - 9-DIGIT CODE NO.OF THE BANK & BRANCH AS APPEARING ON THE MICR CHEQUE ISSUED BY THE BANK : **229012002**

I do hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of in-complete or in-correct information, the purchaser will not be responsible.

Date :

Signature of Supplier
For Manufacturer / Bidder

[Signature]
Authorized Signatory

Certified that the particulars furnished above are correct as per our records.

**Bank's Stamp
Seal**

Signature of Bank Manager with Bank



Annexure- III: Format for Pre-Contract Integrity Pact

EOI / RFP No.

This Integrity Pact is made on.....day of20 .

BETWEEN:

ITI Limited having its Registered & Corporate Office at ITI Bhavan, Dooravaninagar, Bangalore – 560 016 and established under the Ministry of Communications, Government of India (hereinafter called the Principal), which term shall unless excluded by or is repugnant to the context, be deemed to include its Chairman & Managing Director, Directors, Officers or any of them specified by the Chairman & Managing Director in this behalf and shall also include its successors and assigns) ON THE ONE PART

AND:

..... represented by Chief Executive Officer (hereinafter called the Bidder(s), which term shall unless excluded by or is repugnant to the context be deemed to include its heirs, representatives, successors and assigns of the Bidder ON THE SECOND PART.

Preamble

WHEREAS the Principal intends to award, under laid down organizational procedures, lease for of ITI Limited. The Principal, values full compliance with all relevant laws of the land, regulations, economic use of resources and of fairness/ transparency in its relations with its Lessor(s).

In order to achieve these goals, the Principal has appointed an Independent External Monitor (IEM), who will **monitor** the tender process and the execution of the lease for compliance with the principles as mentioned herein this agreement.

WHEREAS, to meet the purpose aforesaid, both the parties have agreed to enter into this Integrity Pact the terms and conditions of which shall also be read as integral part and parcel of the EOI/RFP Documents and lease between the parties.

NOW THEREFORE, IN CONSIDERATION OF MUTUAL COVENANTS STIPULATED IN THIS PACT THE PARTIES HEREBY AGREE AS FOLLOWS AND THIS PACT WITNESSETH AS UNDER:

SECTION 1 – COMMITMENTS OF THE PRINCIPAL

- 1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
- No employee of the Principal, personally or through family members, will in connection with the tender for or the execution of the contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the personal is not legally entitled to.
 - The Principal will, during the tender process treat all bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all bidder(s) the same information and will not provide to any bidder(s) confidential/additional information through which the bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - The Principal will exclude from the process all known prejudiced persons.
- 1.2 If the Principal obtains information on the conduct of any of its employee, which is a criminal offence under IPC/PC Actor if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary action as per its internal laid down Rules/ Regulations.

SECTION 2 – COMMITMENTS OF THE BIDDER

- 2.1 The Bidder(s) commits himself to take all measures necessary to prevent corruption. He commits himself observe the following principles during the participation in the tender process and during the execution of the contract.
- The Bidder(s) will not, directly or through any other person or firm offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - The Bidder(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts,

submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

- c. The Bidder(s) will not commit any offence under IPC/PC Act, further the Bidder(s) will not use improperly, for purposes of competition of personal gain, or pass onto others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d. The Bidder(s) of foreign origin shall disclose the name and address of the agents/representatives in India, if any. Similarly, the Bidder(s)/Bidder(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.
- e. The Bidder(s) will, when presenting the bid, disclose any and all payments made, are committed to or intend to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- f. The Bidder(s) will not bring any outside influence and Govt bodies directly or indirectly on the bidding process in furtherance to his bid.
- g. The Bidder(s) will not instigate third persons to commit offences outlined above or to be an accessory to such offences.

SECTION 3 – DISQUALIFICATION FROM TENDER PROCESS & EXCLUSION FROM FUTURE CONTRACTS/LEASE

- 3.1 If the Bidder(s), during tender process or before the award of the contract or during execution has committed a transgression in violation of Section 2, above or in any other form such as to put his reliability or credibility in question the Principal is entitled to disqualify Bidder(s) from the tender process.
- 3.2 If the Bidder(s), has committed a transgression through a violation of Section 2 of the above, such as to put his reliability or credibility into question, the Principal shall be entitled exclude including blacklisting for future contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Principal taking into consideration the full facts and circumstances of each case, particularly taking into account the number of transgression, the position of the transgressor within the company hierarchy of the Bidder(s) and the amount of the damage. The exclusion will be imposed for a period of minimum one year.
- 3.3 The Bidder(s) with its free consent and without any influence agrees and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground including the lack of any hearing before the decision to resort to such exclusion is taken. The undertaking is given freely and after obtaining independent legal advice.
- 3.4 A transgression is considered to have occurred if the Principal after due consideration of the available evidence concludes that on the basis of facts available there are no material doubts.
- 3.5 The decision of the Principal to the effect that breach of the provisions of this Integrity Pact has been committed by the Bidder(s)/ Bidder(s) shall be final and binding on the Bidder(s)/ Bidder(s), however the Bidder(s)/ Bidder(s) can approach IEM(s) appointed for the purpose of this Pact.
- 3.6 On occurrence of any sanctions/ disqualifications etc arising out from violation of integrity pact Bidder(s)/ Bidder(s) shall not entitled for any compensation on this account.
- 3.7 subject to full satisfaction of the Principal, the exclusion of the Bidder(s) could be revoked by the Principal if the Bidder(s) can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption preventative system in his organization.

SECTION 4 – PREVIOUS TRANSGRESSION

- 4.1 The Bidder(s) declares that no previous transgression occurred in the last 3 years immediately before signing of this Integrity Pact with any other company in any country conforming to the anti-corruption/ transparency International (TI) approach or with any other Public Sector Enterprises/ Undertaking in India of any Government Department in India that could justify his exclusion from the tender process.
- 4.2 If the Bidder(s) makes incorrect statement on this subject, he can be disqualified from the tender process or action for his exclusion can be taken as mentioned under Section-3 of the above for transgressions of Section-2 of the above and shall be liable for compensation for damages as per Section- 5 of this Pact.

SECTION 5 – COMPENSATION FOR DAMAGE

- 5.1 If the Principal has disqualified the Bidder(s)/Bidder(s) from the tender process prior to the award according to Section 3 the Principal is entitled to forfeit the Earnest Money Deposit/Bid Security/ or demand and recover the damages equivalent to Earnest Money Deposit/Bid Security apart from any other legal that may have accrued to the Principal.
- 5.2 In addition to 5.1 above the Principal shall be entitled to take recourse to the relevant provision of the contract related to termination of Contract due to Bidder default. In such case, the Principal shall be entitled to forfeit the Performance Bank Guarantee of the Bidder or demand and recover liquidate and all damages as per the provisions of the contract agreement against termination.

SECTION 6 – EQUAL TREATMENT OF ALL BIDDERS

- 6.1 The Principal will enter into Integrity Pact on all identical terms with all bidders and Bidders for identical cases.
- 6.2 The Bidder(s)/Bidder(s) undertakes to get this Pact signed by its sub-Bidder(s)/sub- vendor(s)/associate(s), if any, and to submit the same to the Principal along with the tender document/contract before signing the contract. The Bidder(s)/Bidder(s) shall be responsible for any violation(s) of the provisions laid down in the Integrity Pact Agreement by any of its sub-Bidders/sub-vendors/associates.
- 6.3 The Principal will disqualify from the tender process all bidders who do not sign this Integrity Pact or violate its provisions.

SECTION 7 – CRIMINAL CHARGES AGAINST VIOLATING BIDDER(S)

- 7.1 If the Principal receives any information of conduct of a Bidder(s) or sub-Bidder/sub- vendor/associates of the Bidder(s) which constitutes corruption or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer of the Principal for appropriate action.

SECTION 8 – INDEPENDENT EXTERNAL MONITOR(S)

- 8.1 The Principal appoints competent and credible Independent External Monitor(s) for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this pact.
- 8.2 The Monitor is not subject to any instructions by the representatives of the parties and performs his functions neutrally and independently. He will report to the Chairman and Managing Director of the Principal.
- 8.3 The Bidder(s) accepts that the Monitor has the right to access without restriction to all product documentation of the Principal including that provided by the Bidder(s). The Bidder(s)/Bidder(s) will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The Monitor is under contractual obligation to treat the information and documents Bidder(s) with confidentiality.
- 8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meeting could have an impact on the contractual relations between the Principal and the Bidder(s). As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in specific manner, refrain from action or tolerate action.
- 8.5 The Monitor will submit a written report to the Chairman & Managing Director of the Principal within a reasonable time from the date of reference or intimation to him by the principal and, should the occasion arise, submit proposals for correcting problematic situations.
- 8.6 If the Monitor has reported to the Chairman & Managing Director of the Principal a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman & Managing Director of the Principal has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- 8.7 The word '**Monitor**' would include both singular and plural.
- 8.8 Details of the Independent External Monitor appointed by the Principal at present is furnished below: -Shri

Javeed Ahmad, IPS (retd.)
M-1101, Shalimar Gallant Apartment Vigyanpuri
Mahanagar
LUCKNOW – 226 006

Any changes to the same as required / desired by statutory authorities is applicable.

SECTION 9 – FACILITATION OF INVESTIGATION

- 9.1 In case of any allegation of violation of any provisions of this Pact or payment of commission, the Principal or its agencies shall be entitled to examine all the documents including the Books of Accounts of the Bidder(s)/Bidder(s) and the Bidder(s)/Bidder(s) shall provide necessary information and documents in English and shall extend all help to the Principal for the purpose of verification of the documents.

SECTION 10 – LAW AND JURISDICTION

- 10.1 The Pact is subject to the Law as applicable in Indian Territory. The place of performance and jurisdiction shall be the seat of the Principal.
- 10.2 The actions stipulated in this Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

SECTION 11 – PACT DURATION

- 11.1 This Pact begins when both the parties have legally signed it. It expires after 12 months on completion of the warranty/guarantee period of the project / work awarded, to the fullest satisfaction of the Principal.

- 11.2 If the Bidder(s) is unsuccessful, the Pact will automatically become invalid after three months on evidence of failure on the part of the Bidder(s).
- 11.3 If any claim is lodged/made during the validity of the Pact, the same shall be binding and continue to be valid despite the lapse of the Pact unless it is discharged/determined by the Chairman and Managing Director of the Principal.

SECTION 12 – OTHER PROVISIONS

- 12.1 This pact is subject to Indian Law, place of performance and jurisdiction is the Registered & Corporate Office of the Principal at Bengaluru.
- 12.2 Changes and supplements as well as termination notices need to be made in writing by both the parties. Side agreements have not been made.
- 12.3 If the Bidder(s) or a partnership, the pact must be signed by all consortium members and partners.
- 12.4 Should one or several provisions of this pact turn out to be invalid, the remainder of this pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 12.5 Any disputes/ difference arising between the parties with regard to term of this Pact, any action taken by the Principal in accordance with this Pact or interpretation thereof shall not be subject to any Arbitration.
- 12.5 The action stipulates in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

In witness whereof the parties have signed and executed this Pact at the place and date first done mentioned in the presence of the witnesses:

For PRINCIPAL

For BIDDER(S)

.....
Designation)

..... (Name &
(Name & Designation)

Witness

Witness

1)

1).....

2)

2).....

Annexure - II



ITI LIMITED
(A Government of India Undertaking)
Sultanpur Road, RAE BARELI-229010 (U.P)



EOI/ RFP (EUW18E1533RL) for Leasing out ITI RAEBARELI's UNUSED BUILDINGS

Name of Firm

Price/Financial Bid format for Leasing out ITI RAEBARELI's UNUSED BUILDINGS

A> Offer for EOI / RFP for Leasing out ITI RAEBARELI's UNUSED BUILDINGS

| Sl | Details of the Items | Monthly Rent in Rs (1) | GST % (2) | Total Rent (in Rs.) (with GST) 3=(1*2) |
|----|--------------------------|---------------------------|--------------|---|
| 1 | EPD Canteen Building | | 18 | 0 |
| 2 | MPD Canteen Building | | 18 | 0 |
| 3 | MPD Engineering Building | | 18 | 0 |
| 4 | R&D Building | | 18 | 0 |
| | Total | | | 0 |

B>

| | | |
|---|-------------------|----------|
| 1 | Validity of offer | 180 days |
|---|-------------------|----------|

| | | |
|--------------|--|--|
| 2 | Payment Terms | <p>a) Monthly rent shall be paid by the party through NEFT/RTGS to ITIL's account between 1st to 7th day of the month after signing of Lease Agreement.</p> <p>b) In default of payment on due date, interest at 3% per month on each instalment due would be charged on the outstanding amount.</p> <p>* However for the initial 90 days after possession of building no rent shall be charged form the eligible party.</p> |
| Note- | Any deviation from above format shall be liable for rejection of the bid | |
| | Enter the data in the highlited field | |