



ITI Bhavan, Vibhuti Khand, Gomtinagar, Lucknow – 226010 (UP)

Space Available on Ground Floor(Partially), 1st Floor(Partially) for Rent Out at ITI Limited, ITI Bhavan, Vibhuti khand, Gomtinagar, Lucknow on “AS IS WHERE IS BASIS”.

Tender documents can be collected from the office of “**CHIEF MANAGER- (MSP-LKO)**”/downloaded from ITI Website from **01st to 10th** between **10.00 AM to 04.00 PM** in all working days.

Tender documents can also be downloaded from our website www.itiltd.in 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.

Tender Ref: ITI/MSP/LKO/2K24/Rent

Dated: -13-06-2024

The schedule of events is as under:

1. Tender Document Sale/Download **Start Date** : 1st of every month
2. Tender Document Sale/Download **End Date** : **10th of every month** (01.00 PM)
3. Seek Clarification **Start Date** : **15th of every month**
4. Seek Clarification **End Date** : **15th of every month** (04:00 PM)
5. Bid Submission **Start Date** : **20th of every month**
6. Bid Submission **End Date** : **25th of every month** (01:30 PM)
7. Opening of the Technical Bid : **30/31th(Last day) of every month** (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 Chief Manager (MSP-LKO),
ITI Bhavan, Vibhuti Khand, Lucknow

[ARUN KUMAR SINGH]
CHIEF MANAGER (MSP-LKO)
MSP Office-ITI Limited, Lucknow
Mob. No.: +91 9935549822

To,

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Dear Sir (s),

Sealed Offers are invited from registered firms, State & Central Public Sector Departments / Undertakings, Multi-National Companies, Private / Public Limited Companies of standings, Banks, Financial Institutions etc., having interest in taking on lease Infrastructure & Open Space on rent, as per the details indicated in the enclosed documents. The tenders are invited in TWO BIDs, consisting of Technical Bid (Part-A) and Price Bid (Part-B).

The Technical Bid (Part-A) without the Price/Rate shall contain the following details:

- (a) Bidder's Profile:
 - (i) Work Profile & Type of Firm, Category (MSME/Start up/Heavy Industry)
 - (ii) Affidavit for Proprietary /Partnership deed/article of association including changes in Constitution of firm during last 03 years.
 - (ii) Photocopy of Pan Card in the name of firm, Aadhaar Card, GST Registration Certificate & ITR/financial Statement of last 03 years.
- (b) Mode of utilization of the Infrastructure being offered on rent on own letter pad.
- (c) Acceptance of all the terms & conditions indicated in our Tender, including executing registered lease deed.
- (d) Earnest Money Deposit (EMD).
- (e) Line by line compliance of ITI EOI Terms & Conditions.

The Price Bid (Part-B) shall contain the specific Rate per Sqft per Month.

The offers along with the tender document with terms & conditions duly signed and super scribed with "Tender Document of 'Space Available in Ground Floor Building (Partially) and 1st Floor (Partially) for Rent Out at ITI Limited ITI Bhavan, TC/18V, Vibhuti Khand, Gomtinagar Lucknow" and Tender Ref: ITI/MSP/LKO/2K24/Rent, dated: 13-06-2024 and addressed to the Chief Manager-(MSP-LKO), ITI Limited, ITI Bhavan, TC/18V, Vibhuti Khand, Gomtinagar, Lucknow shall be submitted on or before 13:30 Hrs. (01.30 PM) on 25th of Every Month in sealed covers, separately for Technical Bid and Price Bid. The price bids shall be submitted separately as per the format enclosed.

Note: The offers received after due date and time will not be entertained. Offers sent by E-mail will be rejected.

Thanking you.
Yours faithfully,

[ARUN KUMAR SINGH]
CHIEF MANAGER (MSP-LKO)
MSP Office-ITI Limited, Lucknow
Mob. No.: +91 9935549822

I. PREAMBLE

Space available on Ground Floor(Partially) and 1st Floor (Partially) for Rent Out at ITI Limited, ITI Bhavan, TC/18V, Vibhuti Khand Gomtinagar, Lucknow suitable for Official use at a prime location front of NTPC Office, Lucknow 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. Arun Kumar Singh** Chief Manager
MSP Office-ITI Limited, Lucknow
Mob. No.: +91 9935549822

Copies of the documents would be made available for "**inspection only**" at the Company's Lucknow 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, Certificate of Incorporation in India for the Setting up official setup 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 / Net worth Positive**

4. **OBJECTIVE FOR LEASE OUT PROPERTIES**

Reuse of Building, Development / Upgrade, Renovations, Refurbishment, Operation and Management of the properties suitable for official use and others so that it is operationally stable and meet its business requirements during lease period.

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

- a) Lessee may 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 floor to another space decided by the ITI before any setup/shifting of their office. All expenses should be beard by the Lessee.
- 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 property/ No Transit Point.**
- 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 be 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 be 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 + applicable Taxes 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, Parking & furnishing Charge, DG Set Charge, 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 ALSO INCLUDE

1. The rent, GST, Cesses (If any) and other applicable charges for each month shall be payable on or **before 5th 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. DESCRIPTION OF THE PREMISES

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

Space Available in Ground Floor Building (Partially) for Rent Out at ITI Ltd. MSP Lucknow

- a) Ground Floor-Partially: 2400 Sqft
- b) 1st Floor-Partially : 7200 Sqft

NOTE: -

1. **Basic Power supply to above area will be made available from Main supply line of ITI & will be charged Rs. 12/- 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 office area (which is not of their use) to another space decided by the MSP Office, ITI before own setup.**
3. **Bidders are requested to physically visit the site & understand all the terms & conditions before participating in tender.**

VI. INFRASTRUCTURE 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 under all circumstances.**

VIII. BID SECURITY

- 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/ NEFT**
- b) **The bid security shall be Rs. 50, 000=00 (Fifty Thousand Only).**
- c) **Beneficiary Name** : **ITI Limited**
Beneficiary Account Number : **3926008702000067**
Beneficiary Bank IFSC Code : **PUNB0619300**
Beneficiary Bank Name : **Punjab National Bank**
Beneficiary Bank Address : **Vibhuti Khand, Gomti Nagar,
Lucknow-226010, UP, India**
- 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**.
- f) 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 **180 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 ITI Limited 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 ITI 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. LEASE DEED

- 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 **Four Years and Eleven Months**.
- b) **Lessor and Lessee on mutual agreement may decide and extend the lease period by three / more terms on mutually agreed upon conditions.**
- 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 **36 months**. 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.
- b) 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. VACATION

- (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 possess 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. TERMINATION

- (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. APPLICABLE TERMS AND CONDITIONS AND LESSEE'S OBLIGATIONS

- 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. It may be renewed further as per mutual agreement of Lessee & lessor.**
- 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 by “Online Payment/DD/Cheque” due on or before 05th of every month, payable at ITI Limited Lucknow. All cheques/demand draft shall be drawn in favor of “ITI limited” payable at Lucknow” 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.**

Beneficiary Name	:	ITI Limited
Beneficiary Account Number	:	3926008702000067
Beneficiary Bank IFSC Code	:	PUNB0619300
Beneficiary Bank Name	:	Punjab National Bank
Beneficiary Bank Address	:	Vibhuti Khand, Gomti Nagar, Lucknow-226010, UP, India

9. The rent will be payable from **11th day of acceptance 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 be entertained at a later date.
13. **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.**
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 and others (if applicable), the amount payable to Nagar Nigam, Lucknow / ITI limited shall be borne by the Lessee[s] in proportion to the water consumed / area occupied or as decided by ITI MSP, Lucknow.
17. **An escalation in rent at 5% (FIVE PERCENT) per annum will be applicable on completion of every 12 months from the date of acceptance of LOI or possession whichever is earlier.**
18. The offer shall be valid for a period of **'SIX 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.itilttd.in for any information, visit the aforesaid premises, inspect the available documents to acquaint themselves with the complete information before submitting the bid.

NOTE: 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 will be part of the this EOI & further 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. INDEMNITY

1. The lessee shall indemnify and hold harmless the Company (ITI LIMITED) 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 Lucknow 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 Lucknow.

ANNEXURE – I

Rentals/Month for Lease Period of 04 Years and 11 Months.

Space available in Ground Floor (Partially), 1st Floor (Partially), 2nd Floor (Partially), for Rent Out at ITI Limited, Lucknow suitable for Official Use at a prime location of TC\18V Vibhuti Khand, Opposite NTPC Lucknow office on “AS IS WHERE IS BASIS”.

Sl. No.	Description of Property	Approx. Area in Sqm Or Sqft	Remarks
1	Ground Floor-Partially	2,400 Sqft	
2	1 st Floor-Partially	7,200 Sqft	

NOTE:

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- Bidders are requested to quote highest rate keeping in view of above rental estimate / market rate whichever is higher.
- 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.

[ARUN KUMAR SINGH]
CHIEF MANAGER (MSP-LKO)
MSP Office-ITI Limited, Lucknow
Mob. No.: +91 9935549822

ANNEXURE – II
(TO BE SUBMITTED ON COMPANY LETTER HEAD)

PRICE / COMMERCIAL BID

Partial Space available in Ground Floor (Partially)/ 1st Floor ITI building for Rent Out at ITI limited, Lucknow Suitable for Official Use at a prime location of Vibhuti Khand, opposite NTPC Lucknow office on “AS IS WHERE IS BASIS”.

S.No	Item Description	Area (sqft)	Basic Rental Rate per sqft/month(Rs)	Total Basic Rent per month in (Rs) (col 2 x col 3)	GST [Rs]	Total Monthly rent inclusive of GST (Rs.) (col 4 + col 5)
	1	2	3	4	5	6
1	Total Area [Ground Floor Partially]	2400				
	Total Area [1 st Floor Partially]		7200			
	Total (Rs.) in words					

SIGNATURE OF THE AUTHORISED REPRESENTATIVE WITH SEAL