TENDER

FOR

LEASING OUT OF THE KENDRIYA VIDYALAYA UNUSED BUILDING-A AT

ITI TOWNSHIP, DOORBHASH NAGAR, ON LUCKNOW-BALAPUR LINK ROAD

OCTOBER 2022

Issued by:-

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

ITI LIMITED, RAEBARELI

NOTICE INVITING TENDER

TENDER NO. AND DATE : Ref. ITI/RB/TA/2022-23/01

Dated: 03-10-2022

LAST DATE FOR ISSUE OF TENDER FORMS: 14-10-2022

DUE DATE FOR RECEIPT OF TENDER : 17-10-2022 TIME UPTO

17.00 HRS.

DATE OF OPENING OF BID : 18-10-2022

ON BEHALF OF CHAIRMAN & MANAGING DIRECTOR, ITI Ltd. SEALED TENDER IS INVITED FROM ELIGIBLE BIDDERS FOR LEASING OUT THE KENDRIYA VIDYALAYA UNUSED BUILDING ON LONG TERM LEASE BASIS (04 YEARS AND 11 MONTHS) FOR ESTABLISHMENT OF HOSPITAL, SCHOOL AND OFFICE etc.

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

AE-TA ITI Ltd., Raebareli

TENDER FOR LEASING OUT THE KENDRIYA VIDYALAYA UNUSED BUILDINGAS PER SITE MAP ON LONGTERM LEASE BASIS (04 YEARS AND 11 MONTHS) FOR ESTABLISHMENT OF 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 Kendriya Vidyalaya **Building A** having admeasuring area **1106.5 sq. mtr.** in its premises situated at ITI Township, Doorbhash Nagar, Raebareli-229010. Earlier, the space was allotted to the Kendriya Vidyalaya for establishing a school.

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

The said building has been suitably demarcated from the ITI Township of ITI, RB physically on site to avoid any confusion and/or disturbance to the educational activities of the School/Hospital and working of Office 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

- Building A having admeasuring area **1106.5 sq. mtr.** situated at Lucknow-Balapur Road, ITI Township, Doorbhash Nagar, Raebareli-229010 shall be given on lease for a period of 04 years and 11 months, that will be extendable on mutually terms and conditions, on rent basis payable in advance on "As is Where is" basis.
- ii. The building will be leased out for the establishment of Hospital, School and Office etc. so that ITI, RB may be benefited from this endeavor.

- 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 asuitable 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 leaseperiod of 04 years and 11 months.
- v. Earnest Money Deposit of Rs. 10000.00 for building A is to be submitted alongwith 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 favour 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 land 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 building will not be changed in any circumstances without taking prior permission from Town Administrator.
- ix. The Land adjoining Lucknow-Balapur Link Road (in front of Kendriya Vidyalaya) 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 land 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. Organisation/Govt. Institution etc. in this case terms and conditions may relaxed at the sole discretion of ITI, RB management.
- xi. The building would be given on lease "as is where is" basis.
- xii. Interested parties may inspect/visit the building by taking prior appointment from Shri Manoj Shukla, AE-HR (TA), Mobile No. 09161055808 from 04-10-2022 to 11-10-2022 from 9.00 AM to 5.00 PM only.
- vii. The cost of installation of meter for the temporally/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.

- viii. 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 building A 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 the building. No interest will be given on security deposit amount and will not be adjusted against monthly lease rent.
- ix. 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 Proforma 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 <u>if required</u>, mutually agreed upon by the both parties during finalization of the same.

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. 5, 00,000.00 (Rs. Five Lakh only) for building A in favour of ITI Limited, Raebareli through Demand Draft/Banker's Cheque issued by Nationalized/Scheduled Bank payable at Raebareli in favour 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 land and building may not be mortgaged/leased/sublet further for collection of any sorts of funds to 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 land and building as specified by governing laws of appropriate authority.
- (vi) For any injury of workmen engaged/deputed by the **Licensee** due to accident arising during 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.

SN	Head	Separable
1	(In Sq. Meters) Building –A	(on "As is where is basis") 1106.5

(ii) Being the owner of the land/building, 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.

4.0 Tender

ITI, RB invites eligible bidders to submit their offer in sealed cover as per the scope of work along with terms and conditions as indicated.

The submission of the tender shall include all such documents that are specified herein to prove the authenticity of their submission and any claim made therein. The burden of proving such claims shall lie with the bidder.

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

BID SECURITY

- (i) The bidder shall furnish, as part of his bid, a bid security for **building A Rs. 5,00,000/- (RUPEES Five Lac Only),** 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) 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.
- (v) 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 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 thereto 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.

4.4 FORMAT AND SIGNING OF TENDER

- a) The bidder shall submit his bid through sealed envelopes physically, complying all eligibility conditions, other terms and conditions of tender document to be read along with the clarifications and amendments issued in this respect. All the documents must be authenticated by hand signatures by the authorized person. The letter of authorization shall be indicated by written power-of-attorney accompanying the bid.
- b) The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be signed by the person or persons signing the bid. All pages of the original bid, except for unamended printed literatures, shall be signed by the person or personssigning the bid.

4.5 Submission of "TENDER"

The bids are called under Single Stage Bidding & Two Envelope System. In this system, the bidder shall submit his bid in two envelopes:

- ii) Second envelope will be named as Financial bid containing Lease Schedules as per **Annexure-1**.
- iii) Both the envelopes should be properly sealed separately and further kept in a single main envelope under the personal seal of the bidder.

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].(DD/Banker's Cheque of Tender Fee)
- (iii) Undertaking & declaration as per **Annexure-2**
- (iv) Bidder's profile & Questionnaire as per **Annexure-3**
- (v) Bid Form as per **Annexure -4**
- (vi) Any other relevant information considered necessary for successful bidding. The **second cover** shall contain Rents schedule as per <u>Annexure-1</u> completed in all respects.

Shri Manoj Shukla AE-TA, ITI Limited, Raebareli-229010(U.P.)

Tender should be deposited to the tendering authority at ITI, RB at the address mentioned above.

Tender may be sent by registered post or delivered in person on above mentioned address. The responsibility for ensuring that the tenders are delivered in time would vest with the bidder. The Office will make no separate acknowledgement. Any bid received by ITI, RB after the deadline for submission of bids shall be ignored and rejected and returned Unopened to the bidder.

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 DGM-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 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. Organisation/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 an tender that is found to be incomplete in contentand /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 thereasons 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 befinal, 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.

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 come to an end or cease 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.

Commercial Bid Form

Annexure 1

RENT SCHEDULE

Sl. No.	ITEM	AMOUNT (in Rs.)
1	Rent per month to be remitted to ITI, RB Building -A	

UNDERTAKING & DECLARATION

For understanding the terms & condition of Tender & Scope of Contract

a)	Certi	fied	that:
~ <i>,</i>			

- 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.
- 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 TendererAlong with date & Seal

Bidder's profile & Questionnaire.

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

1.	Name of the Individual/ Firm: Present Correspondence Address				
I	FAX No & Emadress of place of Works / Ma	Mobile No iil			
	FAX No Ema	Mobile No			
(State the Type of Firm: Scorrect choice): Name of the sole proprietor/	Priva	te limited company.		
S. No.	Name	Father's Name	Designation		
1.	Traine .	Tather briance	2 congination		
2.					
3.					
4.					
5.					
6.	the capacity in which he company):	is authorized (in case o	nte contract/ agreement and f partnership/ private Ltd		
7.					
8.	Details of the Bidder's Bank (a) Beneficiary Bank Name:				
9.	Whether the firm has Office	/ works in Raebareli ? If s	so state its Address		

Place	
1 lace	Signature of contractor
Date	Name of Contractor

11) Suggestion for improvement of the tender document.

BID FORM

From
er <complete address="" bidder="" of="" the=""></complete>
Dateddated
y acknowledged, we, the undersigned, offer our proposal of Contract for the sum shown in the schedule of rents part of the financial Bid.
y sealed and prepared so as to prevent any subsequent
for a period of 180 days from the date fixed for Technical tly extended period, if any, agreed to by us. This bid shall the aforesaid period.
provide you with a security deposit for an amount of Rs. th only) for building A issued by any Nationalized/n of Demand Draft/Banker's Cheque in favour of ITI Raebareli.
t is prepared and executed, this Bid together with your n your notification of award shall constitute a binding
Signature
Name In the capacity of
Duly authorized to sign the bid for and on
behalf of

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

/Ms		hav	<i>r</i> e submitted ou	ir bid for the te	nder no.
	in				
		•	•	•	on O/o
	,			•	
epresentativ 	re	•	•		to sign
	(date) v authorize Mattend the bic	(date) in y authorize Mr. / Ms attend the bid opening to the depresentative	in respective in the respective in the signature in the respective in the in the in the interest in the intere	in respect of (Item of work) which is (date) in the Meeting authorize Mr. / Ms	(date) in the Meeting Room, a authorize Mr. / Ms

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.

SCHEDULE OF THE PROPERTY

All that premises situated at Old Kendriya Vidyalaya Building, ITI Township, Lucknow-Balapur Link Road, Raebareli-229010.

Interest Free Security Deposit of R	S.
Monthly Rent Rs.	
Tenure 4 years 11 months From	То
IN WITNESS WHEREOF the parties	s have hereunto put their hands
and seal theDay and year first here	einabove.
SIGNED, SEALED AND DELIVERED) }
By the withinnamed "LICENSOR"	}
AE-TA	}
ITI Ltd., Raebareli-229010	}
In the presence of	}
1)	
2)	
SIGNED, SEALED AND DELIVERED	}
By the within named "LICENSEES"	}
In the presence of1)	}
2)	

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