

Expression of Interest for taking Office Premises on lease at 16th floor, Chatterjee International Centre, Kolkata

UTI Infrastructure Technology And Services Ltd.(UTIITSL), on behalf of Engineers India Limited (EIL), (a Government of India Undertaking) is offering office space admeasuring around 6727 sft ,built up area (area subject to measurement by bidder) on lease at Chatterjee International Centre, 16th floor, 33A, Jawaharlal Nehru Road, Kolkata and invites an Expression of Interest from interested parties.

On receipt of such Expression of Interest, scrutiny will be carried out by a Committee set up jointly by UTIITSL and EIL and the Financial bids will be invited from the shortlisted bidders subsequently. No intimation would be sent to the bidders who not short listed. UTIITSL/ EIL reserve the right to call bids from other agencies for better competition and price discovery.

Instructions:

1. The application form for Expression of Interest is given in ‘Annexure A’ and interested parties can submit the duly filled in application form along with all relevant supporting documents.
2. **NO FINANCIAL BID OR FINANCIAL AMOUNT TO BE GIVEN IN THE EOI.**
3. The Expression of Interest (EOI) can be forwarded by prospective Lessee or prospective Lessee’s representative. Representative will have to enclose the letter of authority along with this Expression of Interest or before the invitation of Financial Bids. Otherwise the EOI is liable to be considered null and void at any stage as per the decision of UTIITSL/EIL.
4. The expression of interest form can be freely downloaded from the website of www.utiitsl.com or www.engineersindia.com.
5. The **last date** for receipt of EOI is **10th February, 2012, by 3.00 p.m.**
6. After the process of shortlisting is completed only the short-listed parties would be called for submission of Financial bids. UTIITSL reserves the right to call for any clarification / papers required for scrutiny.
7. No letters / correspondence will be entered into with non-shortlisted bidders.
8. Public Sector Banks / Public Sector Units and Institutions wholly owned by Central Government and Central Government departments who wish to take exemption from depositing the Tender deposit for submission of Financial Bid, may take specific permission, and attach the permission exempting the Tender deposit. Such application may be made in the format letter attached as Annexure ‘C’. This request letter should reach alongwith the Expression of Interest form and if found appropriate as per the discretion of EIL the same would be sent back to the shortlisted bidder to be enclosed with the Financial Bid. Either the tender deposit or the exemption is required to be submitted.
9. The last date for receipt of Financial bid will be intimated in the letter to the shortlisted bidders only. The Financial Bid will be valid only if the tender deposit or the exemption letter by UTIITSL/ EIL is enclosed.
10. EOI document complete in all respects shall be submitted in a sealed envelope and superscripted as “Expression of Interest for taking Office Premises on lease at Chatterjee International Centre, Kolkata” and addressed to, The Regional Manager, UTI

Infrastructure Technology And Services Ltd, 29, N.S.Road, Ground Floor, Opp. Gilander House & Standard Chartered Bank, Kolkata - 700 001.

11. The authorized signatory should sign on all the sheets with date.
12. The envelope forwarding the EOI should be superscribed “Expression of Interest for taking Office Premises on lease at Chatterjee International Centre, Kolkata” and addressed to The Regional Manager, UTI Infrastructure Technology And Services Ltd., 29, N.S.Road, Ground Floor, Opp. Gilander House & Standard Chartered Bank, Kolkata - 700 001.
13. EOI should be sent by Speed Post or Registered Post or by depositing in the tender box only.
 - 14a) EIL/ UTI ITSL, takes no responsibility for any EOI not reaching in time/ not reaching at all/ reaching later/ reaching in torn and mutilated condition.
 - 14(b) In case of EOI sent by post, the role of EIL/ UTI ITSL., is limited and restricted to put in the appropriate tender box if the aforesaid EOI are received in time as stipulated in the conditions laid out.
14. The interested agency / bidder may visit the aforesaid office premises on any working day between 11.00 a.m. to 5.00 p.m. The details of the contact person for visiting the premises shall be as below:
 - a) Mr. Maheswaran – Mobile – 9836312311. Landline – 033-22277305/7118. Fax – 033-22277692. Email mahesh.r@eil.co.in.
 - b) Mr. Chandranath Bhattacharjee – Mobile – 9433964992. Landline – 033-22435425/ 22435258. Email chandranath.bhattacharya@utiitsl.com.
 - c) Mumbai office landline numbers – 022-66786470/ 66786000.

“Annexure – A”

Senders name & address:

Dated :

To,
The Regional Manager,
UTI Infrastructure Technology And Services Ltd,
29, N.S.Road, Ground Floor
Opp. Gilander House & Standard Chartered Bank,
Kolkata - 700 001

Sir/ Madam,

**Expression of Interest for taking Office Premises on lease basis at
16th floor, Chatterjee International Centre, 33A Jawaharlal Nehru Road, Kolkata**

This Expression of Interest (EOI) is with reference to the advertisement released in the press/ put up on the website of UTI Infrastructure Technology And Services Ltd. and Engineers India Limited for **lease of Office space at 16th floor, Chatterjee International Centre, 33A Jawaharlal Nehru Road, Kolkata.**

I / We are a bonafide user and require this for my own use or for the use of M/s. _____ whom I/ We represent. The authority letter from the agency, I represent is enclosed.

I/We understand that:

- a) No brokerage is payable by UTI ITSL / EIL to us or our representative in this transaction.
- b) All payments would be made through demand draft/ bankers cheque in connection of the lease. The tender deposit is to be in the form of DD/ Bankers cheque.
- c) Preference would be given to Public Sector Banks / Public Sector Undertakings and Institutions wholly owned by Central Government and Central Government departments as per the discretion of UTIITSL/ EIL.
- d) The area of the premises is around 6727 sft built up area. This area is subject to verification by myself the bidder.
- e) All charges for electricity both for light and power consumed on the said premises as shall be registered in the meter or meters in respect of the said premises and billed by the electricity distribution company, shall be paid by the lessee/ bidder . Similarly, the actual water charges will be paid by lessee/ bidder on actual billing/consumption.
- f) The stamp-duty, registration charges payable in respect of this lease transaction through the tender called for the purpose and/or Instrument of Lease and on any other documents would be shared equally between the owner/ lessor and the lessee/ bidder.
- g) At any time before or after the submission of EOI, UTIITSL/EIL may, for any reason, whether at its own initiative or in response to a clarification carry out amendment(s) to this EOI document. The amendment will be made available in the website www.utiitsl.com or

Signature of Authorized person

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www.engineersindia.com only and will be binding on bidders. UTIITSL/EIL may at its discretion extend the deadline for the submission of proposals.

- h) Only after shortlisting the EOI, the financial bid will be called for. The letter indicating shortlisting and the invitation for financial bids will be sent to shortlisted bidders only.
- i) The decision regarding short listing shall lie with UTIITSL/ EIL and shall be final and binding.
- j) UTIITSL/EIL reserves the right to accept or reject any application without assigning any reason there for at any stage.
- k) This Expression of Interest is to be superscribed as “Expression of Interest for taking Office Premises on lease at Chatterjee International Centre, Kolkata” and dropped in the Tender Box kept for the purpose at UTI Infrastructure Technology And Services Ltd., 29, N.S.Road, Ground Floor, Opp. Gilander House & Standard Chartered Bank, Kolkata - 700 001 on or **before 3.00 p.m. on 10th February, 2012 (Friday)** or it has to be sent by post so as to reach on the stipulated date by the stipulated time.
- l) The offers will be opened at **3.30 p.m. on 10th February, 2012** and I / We are invited to be present at the time of the opening.
- m) All the over writings should be duly authenticated by signing beside such over writings.
- n) Any cutting made while filling in the forms would have to be authenticated by signing beside such cuttings, failing which the proposal is liable to be rejected.
- o) The advertisement released in this context will form part of the contract.

The details of the prospective Lessee/ bidders / interested parties are filled in as under:

Sr.No.	Description	Details (as applicable)
1	<u>Name</u>	
2	<u>Address</u>	
3	Contact Details: (a) Telephone no. with STD code (b) Mobile No. (c) Fax No. (d) e-mail	 : : : :
4	PAN No. (enclose copy)	

5	Type of the Organization (Public Sector/ Limited/Private limited/Partnership, Proprietary /Society/Any other.) :	
6	Registration details: (enclose certificates): Company Registration	
7	Activities of the Organisation:	
8	Activities to be carried out from the premises at 16 th floor, Chatterjee International Centre, Kolkata.	
9	In case of Companies, turnover of the Company for the last 3 years: (Enclose certificate from the Auditor/ to be produced on demand within 1 day).	
10	Profit after tax for last 3 years: a) 2008-2009 b) 2009-2010 c) 2010-2011	
11	Has the Company defaulted in payment of its statutory dues at any point of time. Enclose a copy of certificate from Company Secretary or this is to be provided on demand within 1 day.	
12	Names of Directors/ Partners (as the case may be)	
13	Has the Company been debarred by any Government / Government agency or Department of Corporate Affairs or Income Tax Department or RBI?	
14	Other information or remarks, if any.	

I/ We further declare, confirm and undertake:

- a) I / We confirm having fully inspected the property and have made all enquiries from the Society, Municipal and other local authorities concerned for all the details I wish to have

- including structural stability and existing fire safety provisions. Being satisfied with the enquiries on occupation I/We am /are making the bid.
- b) I / We pay, within time, i.e. on the date of signing the agreement, the lease rent for the first ensuing month/ part of the month and the lessor/ owner would simultaneously therewith hand over to me / us vacant possession of the above mentioned premises.
 - c) I, being the authorised signatory of M/s. _____, (A Certificate of his authorisation / delegation of powers has to be furnished) have signed the EOI Documents with my Official Seal and the EOI is duly forwarded on the Official Letterhead of our Corporation/ Bank/ Government Undertaking/ Organisation/ Agency. This EOI and the subsequent Financial Bid will be binding on me/us and the Organisation I represent.
 - d) I/We have signed all the pages of the EOI having confirmed/ accepted the terms and conditions as stated therein.
 - e) If at any time the performance in whole or in part by either party of any obligation of the terms and conditions of this tender is prevented or delayed by (a) restriction on the lease of the property imposed by any statutory authority and / or by reason of any delay in obtaining requisite permission/N.O.C. from any authority and or (b) due to any Force Majeure Event, provided notice of the happenings of any such event is given by either party to the other within 21 days from the date of occurrence thereof, the process shall be terminated and neither party shall have any claim for damages or any relief against the other in respect of the non-performance of this case. Each party shall bear its costs and loses arising out of and or on account of such force majeure/ event and or (c) due to internal decision/ requirement of the premises.
 - f) I / We am / are aware that the lease of the premises is on “as-is-where-is basis” and “as is what is basis” and “as is where is condition”. All fixtures/ furniture, if any, to be returned in the same condition accepting reasonable wear and tear after the lease is over.
 - g) We are aware that all the payments are to be made in favour of “M/s. Engineers India Ltd.” by Demand draft / Banker’s cheque payable at Kolkata only.
 - h) If there is a tie to the bid (at or above the reserved lease rent), then the bidders to the tie will be called for an open bidding and the bid will be decided after the open bidding between such bidders to the tie.
 - i) I/We further confirm that all the required details as per the best of my knowledge have been furnished in the appropriate blank places and if this EOI form is incomplete in any respect on my/our part, and if there are any changes/ corrections in the form my expression of interest form is liable to be rejected at the discretion of UTI ITSL/ EIL. For checking the form used by me will be compared and confirmed with the original available with UTI ITSL.
 - j) The drafts of all documentation that may be finalized by UTI ITSL/EIL and/or its lawyer shall be final and binding on me/us.
 - k) In all disputes and/or differences arising out of or relating to or concerning this offer and the contract, if any, between myself/ ourselves and M/s. UTI ITSL/ M/s. Engineers India Ltd., concerning and/or relating thereto and/or relating to the above mentioned premises Civil Courts in Kolkata shall have exclusive jurisdiction.
 - l) I/We am/are aware that UTI ITSL/EIL is not bound to accept any or all the Expression of interest forms and will not be required to give any reason for rejecting any EOI form.

Signature of Authorized person

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- m) I/We are aware that no financial bids for the premises has to be given in the EOI and only after I/We are shortlisted the financial bid will be called for from me/us.
- n) I/ We hereby confirm that, all the terms and conditions specified in this Expression of interest form are acceptable to me/us and will form part of the agreement.

Binding conditions of the lease:

- a) The lease would be for a period of three years with a renewal clause, which could be exercised only by M/s. Engineers India Ltd., after the initial lease period of three years.
- b) The use of the premises would be for office use only.
- c) The lease would be given as a whole to one bidder.
- d) The lease rent being on lumpsum basis will not be affected for any variation of area, if any, after measuring it.
- e) The rent shall be paid in advance by 10th of the same month for the premises.
- f) Interest free security deposit will be equivalent to 3 months rent. The tender deposit submitted by the successful bidder shall be converted into and be retained by M/s. Engineers India Ltd., as a part of interest free security deposit for the period of lease. The balance security deposit would have to be deposited. The entire security deposit shall be refunded on expiry of the lease agreement and vacation of the premises to the satisfaction of M/s. Engineers India Ltd., after effecting any recoveries or adjustment for any dues from the lessee/ bidder.
- g) The escalation in rent is 5% each year on the last rent paid. The lease rent on renewal after the initial lease period of three years would be decided separately by EIL.
- h) All the proportionate outgoings pertaining to the premises like society charges, property taxes, ground lease rent, cess, charges payable to any Government Authority, water tax, common cleaning, security, pest control, technical maintenance, common electric charges, maintenance of garden, plumbing, sanitary, fire fighting, sewerage, lift, electrical consumables, and expenses on other common maintenance contracts, etc. i.e. the consumable charges attributable to the proportionate area of use and which can be generalized as the charges payable for using the building and its amenities other than the lease rent would be to the account of the lessee/ bidder alone. The service tax on lease rent would be to the account of the lessee alone.
These charges will be payable from the date of possession of the premises and would be payable upto termination of agreement or handing over the premises back to lessor which ever is later.
These charges would be paid by the lessee on or before 10th of each month or immediately on demand by M/s. Engineers India Ltd, if in arrears.
- i) If at any time during the lease term or its earlier determination, the Lessor has to pay any additional or increased taxes, charges, or levies imposed by Government or any local Authority in respect of the premises it shall be lawful for the Lessor, as per this clause, to recover all increase in taxes, charges, or levies imposed by Government or any local Authority during the period of this Lease from the Lessee.
- j) If the monthly rent / monthly outgoings or any other amount (including the interest) is not paid by the due date of payment, the lessee shall be liable to pay interest thereon at 10% per annum from the due date thereof till date of payment without prejudice to the lessors rights to the remedies as per law and shall also be entitled to terminate the lease and lessee would have to vacate the premises within one month from receipt of such notice of termination from lessor.

- k) All charges for electricity both for light and power consumed on the said premises as shall be registered in the meter or meters in respect of the said premises and billed by the electricity distribution company, shall be paid by the lessee/ bidder. Similarly, the actual water charges will be paid by lessee/ bidder on actual billing/consumption.
- l) All repairs inside the premises would be done by the lessee provided that the lessee shall give one week advance notice in writing to the lessor before carrying out the repair works. Structural and outside repair would be carried out by the lessor/ society as the case may be.
- m) The lessee will not be entitled to assign, sub-let, transfer or part with the possession in any which way to anyone else without the specific permission of EIL. EIL reserves the right to deny such permission.
- n) 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.
- o) 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.
- p) 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 Lessee. The decision of M/s. Engineers India Ltd. will be final in this regard.
- q) The Lessee shall be bound by the rules and regulations made by M/s. Engineers India Ltd., and the society for day-to-day administration and lessee shall co-operate with M/s. Engineers India Ltd., to smooth running of the affairs at the premises.
- r) The time schedules for the payment of the rent, outgoings (interest if any), determination of lease by notice or by efflux of time of three years as specified in the relevant paragraphs, are the essence of the contract between the bidder and EIL.

Name of the Signatory: _____

Date : _____

Place : _____