

Asansol Durgapur Development Authority

(A Statutory Body of Government of West Bengal)

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Memo No: ADDA/DGP/PC-377/14-15/0049

Date: 17.04.2015

NOTICE

E-auction for allotment of 5 acre of land at ADDA Layout plot no. EDU/AUCTION/01 in Durgapur on long time lease basis (99 years) for setting up of an Integrated Multi Stream Educational institution.

ASANSOL DURGAPUR DEVELOPMENT AUTHORITY (ADDA), a statutory authority of the Government of West Bengal under the Department of Urban Development (T&CP), hereby invites e-auction from eligible bidders for allotment of **5 acres** of vacant plot on 'Lease- Hold' basis for a period of 99 years with provision of renewal of lease for setting up of a **Integrated Multi Stream Educational institution** under principal use '**Institutional**'.

The allotment will be made to the highest bidder through online e-Auction to be conducted by the Asansol Durgapur Development Authority provided that the highest bid obtained is higher than or equal to the Reserve Price fixed for the Plot.

Intending bidders should read carefully eligibility criteria, terms & conditions, methodology of e-auction etc. as detailed below & should act accordingly.

It is notified for the information of the Applicant-Bidders that the instant offer is subject to the scrutiny of the State Government.

1. INTRODUCTION:

The Government of West Bengal has set up ASANSOL DURGAPUR DEVELOPMENT AUTHORITY (ADDA) in Asansol-Durgapur region for planned and scientific management of growth & sustainable development. ADDA was established under the West Bengal Town & Country (Planning & Development) Act 1979, (West Bengal Act XIII of 1979) merging the Asansol Planning Organisation, Asansol (Estd. 1964) and the Durgapur Development Authority, Durgapur (Estd. 1958) with effect from 1st April, 1980. ASANSOL DURGAPUR DEVELOPMENT AUTHORITY has been spearheading the cause of industrial, infrastructural and other development activities under its jurisdiction, which extends from Panagarh to Barakar with a total area of 1615.90 sq. km. covering about 30 lakhs of both rural and urban population.

Acting as a change agent for infrastructural growth and technological advancement, ADDA is duly giving shape to a host of industrial estates, growth centres and industrial and residential townships. Some major achievements are visible in developing quality urban infrastructure in this region. ADDA has given special emphasis on development of infrastructure in its planning area with a view towards overall urban growth.



It presently witnesses a boom in the educational, retail, hospitality, housing, entertainment and knowledge industry sectors, offering entrepreneurs in these fields the requisite infrastructure. Durgapur and Asansol is one of the prime movers in the changing face of West Bengal, and is the best alternative to any crowded metro in the country.

It was established as an industrial city much before any other in this region. Till date it remains a major attraction to heavy industry due to its location and access to raw material like coal, iron-ore etc. The location advantage of Asansol Durgapur region has increased with the 4 lanning of NH2 and now construction work of another two lanes has been commenced. With its base of raw material, skilled labour, location and basic infrastructure, Asansol-Durgapur certainly forms one of the most attractive destinations for industries from Steel to IT/ITES and retail outlets. The region has seen a phenomenal growth in the past decades and ADDA has collaborated with all growth oriented organisations in the area to ensure that it is planned scientifically.

City Centre at Durgapur, with the administrative offices, shopping mall, multiplex, auditorium, amusement park and other amenities of modern life has grown as a Centre of Commercial and Cultural Activities of the industrial city. KSTP, Asansol also becoming the growth centres of Asansol with development of Shristinagar, Sugam park, Chitra More, Srijan commercial hub (Galaxy Mall), institutional and industrial development proximity to existing Asansol main business centre and NH2.

2. DETAILS OF LAND PLACED IN AUCTION:

AUCTION NO:	2015_ADDA_61
Layout Plot No. :	EDU/AUCTION/01
Area:	5 acre
R.S. Plot No:	215(P)
Mouza:	Gopinathpur
J.L. No.:	85

3. PERMISSIBLE ACTIVITY:

To set up an Integrated Multi Stream Educational Institution and associated activities. Change of activity shall not be allowed under any circumstance.

4. E-AUCTION WEBSITE:

e-Auction portal of NIC i.e. www.eauction.gov.in

5. SCHEDULED DATES & TIME:

CALENDAR	DATES	TIME
Application for Registration in the e-Auction website	20-05-2015	Up to 11-59 p.m.
Last Date of on line Submission of Application	25-05-2015	Up to 06.00 p.m.
Last date for submission of Hard copies of	27-05-2015	Up to 5 p.m.

application along with Security Deposit & Auction Processing Fee to the office of Asansol-Durgapur Development Authority, Durgapur		
E-Auction Date	01-06-2015	From 11-00 am to 3-00 pm automatically extendable by system by 10 minutes on each occasion if there is any bid within 10 minutes of the closing time.

Note: Date & Time for dealing with the entire e-auction shall be treated as (IST) Indian Standard Time only. The Online time applicable for e-Auction shall be as per the server clock.

6. ELIGIBILITY TO PARTICIPATE IN E-AUCTION:

The offer is open for Individual Entrepreneur, eligible public religious or charitable trust registered under the Trust Act, 1882 or the WAKF Act, 1954, Societies registered under relevant Societies Act and Companies registered under Company Act. Bidders desiring to participate in this e-Auction shall have to furnish copy of relevant Registration Certificate, as applicable.

7. TERMS & CONDITIONS:

- 7.1 **E-auction** bids are invited for getting allotment of above-mentioned plot of land on lease-hold basis for 99 years with renewable clause on 'As Is Where Is' , 'Caveat Emptor' and 'No Complaint' basis only.
- 7.2 There should be at least three (3) eligible Bidders to start the e-Auction process. If the number of such bidders is less than three then the e-auction process would be cancelled and the security money will be refunded.
- 7.3 There shall be a reserve price and if the highest bid in e-auction is less than the reserve price, the e-auction shall be summarily cancelled and the security money (deposit) will be refunded.
- 7.4 The allotment of plot would be made in favour of a single successful bidder who has quoted the highest rate above or equal to the reserve price and who has been found to have fulfilled all the conditions of allotment as stated in these documents (as desired by the Authority).
- 7.5 The Word **SUCCESSFUL BIDDER/ BUYER /LESSEE** means, successful bidder whose rate has been accepted by ADDA on having concurrence of the UD Department, GoWB.
- 7.6 No prayer of change of site / location or plea of alternative plot shall be entertained under any circumstances.
- 7.7 No change of land use other than the purpose defined in this notice shall be allowed.
- 7.8 The successful bidder has to execute the Deed of Lease with ADDA for that particular plot of land.
- 7.9 **The successful bidder should have to pay an Annual Rent of 0.25% of the Lease Premium per annum excluding service tax and other such taxes as applicable, during the lease period, besides making payment of the Lease Premium.**
- 7.10 The allotted plot cannot be sub-divided by the lessee or his heirs, except with the prior written permission of the Authority. The authority may allow or reject such proposal depending upon policy of the authority at that time.
- 7.11 The lessee shall be liable to pay all municipal taxes and rates as may be due on account of holding and enjoying the lease-hold property.



- 7.12 The land under auction is only for usage as specified in clause no 3. However, all statutory permissions (as applicable) from relevant authorities need to be obtained for the trade to which the land will be put to use.
- 7.13 Development charge @ Rs 150 / square meter (excluding area covered under ponds) as per statutory norms shall be paid by the successful bidder to ADDA as per provision of section 102 read with section 45 & 46 of the West Bengal Town & Country (Planning & Development) Act, 1979. This shall be in addition to the quoted lease premium.**
- 7.14 The leasehold land is to be used for mentioned purpose only. If the lessee fails to do so, the Lessor shall reserve the right to terminate the lease and to take back possession of the said plot of land along with structure thereon, if any, on as is where is whatever there is basis.
- 7.15 Terms & conditions as mentioned in this notice shall be part of terms & conditions of the Lease Deed.
- 7.16 It shall be ensured by the lessee that application completed in all respect for sanction of building plan which shall be submitted by the lessee to concerned ULB (either Asansol Municipal Corporation or Durgapur Municipal Corporation, depending upon the location of the plot) within three months from date of getting possession of the land and he shall inform the same in writing to ADDA within one week of such submission. Construction work shall have to be commenced within one month of getting the building plan sanctioned from ULB and project construction works must be completed within three years from the date of sanction of the building plan.
- 7.17 In case of delay in completion of the project construction works penalty @ Rs.1 Lakh per month shall be imposed on the lessee by the lessor i.e. i.e Special Officer UD Department & CEO, ADDA and the lessee shall be bound to pay it.
- 7.18 Penalty shall not be imposed if it is found that the delay is due to reasons beyond control of the lessee and on the issue whether the reasons are beyond the control of the lessee, the decision of ADDA shall be final and shall be binding on the lessee.
- 7.19 Sublease of leasehold interest may be done maximum for a period of unexpired lease only after having prior approval from ADDA and on payment of such fees and on such terms & conditions as will imposed by ADDA. Sub-lease permission cannot be claimed as a right. ADDA will take decision as per existing policy & norms of the authority at that time.
- 7.20 Lessee will have the right to transfer the leasehold interest for the remaining period subject to prior permission of the authority and on payment of such fees / charges as will be decided by the authority as per the existing policy of authority at that time.
- 7.21 Lessee shall have the right to either engage in business / activities as defined in Clause 3 on the lease hold land and he shall also enjoy the right to rent out the built up space or part thereof to one or more persons / companies etc. for such purpose/ purposes as mentioned herein above in clause 3 for a period not exceeding the lease period of the land.
- 7.22 The Lessee may be allowed to mortgage the leasehold interest only (and not the demised plot of land itself) on the instant leasehold plot, only with the prior written permission of the Lessor (Special Officer Urban Development Department, Government of West Bengal & CEO, ADDA).
- 7.23 If the successful bidder fails to honour the bid then the security deposit and part lease premium (if deposited) shall be forfeited and he shall be barred from participation in all other auctions and tenders of ADDA.
- 7.24 ADDA reserves the right to cancel the e-auction at any stage prior to the signing of the Lease Deed. ADDA shall not be liable to pay any compensation to any bidder for any loss that they may incur due to such cancellation.
- 7.25 Only courts in West Bengal shall have jurisdiction for resolving any dispute arising out of this e-auction between the Successful Bidder/other bidders and ADDA.

- 7.26 Submission of applications for any of the plots shall be treated as acceptance of all terms & conditions as mentioned in clause -7 as well as in other clauses of this notice as well as acceptance of all modalities as mentioned in this notice.
- 7.27 **ADDA** shall not be responsible for any malfunctioning or non-functioning of any bidder's computer either on account of DSC (Digital signature Certificate) or for any other reason. Bids submitted by a bidder after signing with his/her DSC signifies non repudiation by the bidder. Thus, a bidder after submitting a bid cannot disown it. A bidder shall be fully and solely responsible for the bid recorded against his/her name to be identified by the set of User Id, Password and DSC.
- 7.28 For participation in the e-auction process the website Bidders have to apply for the individual auction and their login credentials.
- 7.29 **It is advised that bidders should submit the auction documents online, well in advance before the prescribed time to avoid any delay or problem during the submission process.**
- 7.30 Any change in Auction terms and conditions will be available online e-auction portal at www.eauction.gov.in or at Authority's website at www.addaonline.in
- 7.31 ADDA shall not be responsible for any kind of failure of network, internet, and computer from bidder side etc.
- 7.32 Bidder should log into the site well in advance for bid submission so that he submits the bid in time.
- 7.33 The documents uploaded in the website should match with the documents submitted offline failing which the candidature for participation shall be cancelled. The Authority reserves the right to cancel any bidder at any point of time without assigning any reason thereof.
- 7.34 During submission of Bid Bidders are requested to follow the procedures according to the guidelines available in the e-auction portal / website.

8. SECURITY DEPOSIT:

Rs.50 lakhs shall be the security deposit amount. The amount needs to be deposited on or before last date of deposition as specified in clause-5 only through Demand Draft in favour of Beneficiary Fund A/C Asansol Durgapur Development Authority payable at Durgapur. Security deposit of unsuccessful bidders will be refunded; **no interest shall be paid**. Security deposit of successful bidder will be adjusted against the lease premium.

9. AUCTION PROCESSING FEE (NON-REFUNDABLE):

There shall be a non – refundable Auction processing charge of Rs 2,000.00 for each auction i.e. each plot that shall be paid separately by the applicants through Demand Draft in favour of A/C of Asansol Durgapur Development Authority payable at Durgapur.

10. RESERVE PRICE:

There shall be a reserve price which is strictly confidential. If after the completion of the bidding process it is found that the highest bid is less than the reserve price, the entire auction shall be cancelled.

11. STARTING PRICE:

There shall be a 'Starting Price' for auction which will appear on the e-auction portal at the time of auction. Bidders are required to quote bids for the value of entire plot in INR Lakh above the starting price. **The starting price has been fixed as Rs.2.5 Crore.**

However, starting price shall not be interpreted as the reserve price of the land. The reserve price of the land shall be confidential so that the auctions do not get influenced by the reserve price. The starting price is the minimum amount from which the bidding shall start and have no other significance apart from being the starting point of auction.

12. AUCTION PROCESS:

- REGISTRATION OF BIDDERS
- E-APPLICATION FOR INDIVIDUAL AUCTION & UPLOADING OF SCANNED COPIES OF DOCUMENTS.
- SUBMISSION OF HARD COPIES AT AUTHORITY'S OFFICE.
- APPROVAL FROM AUTHORITY.
- LIVE e-AUCTION.
- EVALUATION OF AUCTION PROCESS.

12.1 **Registration of Bidders:** To participate in the e-bid submission, it is mandatory for the Bidders to make one time enrolment (register on the website) on the e-Auction portal at www.eauction.gov.in . Bidders shall require Class III Digital Signature Certificate (DSC) with Signing Certificates to participate in this e-auction. The bidder shall have to set the parameters of his computers so that the DSC is operational.

12.2 **E-Application for Individual Auction & uploading of scanned copies of documents:** Intending bidders who have registered at the e-auction portal as mentioned above have to apply online against respective serial number (i.e. respective plot) by filling up the form that will be available at the concerned webpage and following scanned documents need to be uploaded. There is no bar in participation of more than one plot:-

- (i) Scanned copy in pdf format of duly filled up application format available with this Bid Document.
- (ii) Scanned copy in pdf format of relevant Registration Certificate in support of eligibility as mentioned in para-6 herein above.
- (iii) Scanned copy in pdf format of Demand Drafts related to Security Deposit and auction processing fee.
- (iv) Scanned copy of PAN card issued by Income Department of India.

In Case of Partnership firm, scanned authorization letter of the partner and scanned copy of certificate of registration of the Partnership firm need to be uploaded in addition to abovementioned documents.

12.3 **Submission of Hard copies at Authority's office:** Hard copies of documents as mentioned in (i) to (vi) at clause 12.2 must reach the office of the ADDA, Durgapur within the specified schedule as per clause no 5.. The date & time is not relaxable on plea of postal or courier delay or on any other excuse. All the

documents along with the drafts should put in an envelope with the clear marking (**superscribing**) as Submission of Application for e-Auction of Plots mentioning the auction number [as mentioned in the clause no 2 of this auction document] on the envelope.

12.4 **Approval from authority:** On submission of the online application and after submission of hard copies of documents as mentioned in clause 12.3 above within specified date & time, authority will verify whether eligibility criteria has been fulfilled and all specified documents, security deposit and auction processing fee are duly & properly submitted and thereafter approval to participate in the online auction will be issued.

12.5 **Live-e-auction-Bidding Methodology:** On the date of auction as per schedule mentioned in clause no 5, auction will start simultaneously against all plots accessible by separate web windows. Approved applicants will be eligible to participate simultaneously against all auctions against which they got approval. On the beginning of e-auction, a starting price shall appear. The increment value shall be more than Rs.1 lakh. Hence the next bid has to be more than Rs. 1 lakh of the previous bidding price, however, to a maximum limit of double the previous bid price.

Illustration.: Say for example, the previous bid price is Rs.3,00,000/- The next bid should be within the range from Rs. 4,00,001/- to Rs.6,00,000/-. Now if the bid price goes up to Rs. 4,50,000/- the follow up bid will have to be in the range from Rs. 5,50,001/- to Rs.9,00,000/-.

Bid will be closed at 3.00 (three) pm. However, if there is any bid within 10 minutes of the closing time then the closing time shall automatically be extended by the system by 10 minutes and shall continue to extend till there is no bid within last 10 minutes of the closing time.

12.6 **Evaluation of the auction:** After completion of bidding, if it is found that the highest bid is more than or equal to the reserve price, the plot will be allotted to the highest bidder subject to concurrence of the UD Department, GoWB.

13. USE AND PROTECTION OF USER ID, PASSWORD AND DIGITAL SIGNATURE CERTIFICATE:

The bidders are advised to keep their User Id and Password secret and not share these with anyone to prevent misuse or abuse of the same. The bidders are also advised to change their passwords regularly. ADDA shall not be responsible for any misuse / abuse / unauthorized use of the password of any bidder and no representation in this regard from any bidder shall be entertained by ADDA.

14. CAUTION IN SUBMISSION OF BID:

The Bidder shall be solely responsible for all consequences arising out of the bid submitted by him (including any wrongful bidding by him) and no complaint/representation will be entertained by ADDA in this regard. Hence Bidders must be careful to check (the Bid Amount/No. of Zeros /No. of Digits/Unit of

Measurement etc.) and to rectify their bid (if required) before submitting their Bid into the live e-Auction floor.

15. PAYMENT SCHEDULE (RELATED TO SUCCESSFUL BIDDER):

- 15.1 Highest Successful Bidder (i.e. bidder whose quoted rate is greater than equal to the minimum Reserve Price and accepted by ADDA in concurrence with UD Department GoWB) shall have to deposit 25% of the lease premium within 30(thirty) days from the date of declaration regarding selection of the Bidder by ADDA in the form of Demand Draft drawn in favour of Asansol Durgapur Development Authority & payable at Durgapur.
- 15.2 The balance 75% amount of the lease premium will have to be paid in three equal monthly installments i.e, first installment (25% lease premium) is to be paid within 30 days from the date of payment of the amount as stated at Para 15.1 above and the second installment (25% of the lease premium) will have to be paid within 30 days from the date of payment of the previous first installment. The balance 25% of the lease premium is to be paid before the joint measurement of the particular plot of land, preferably within 30 days from the date of last payment. The Security Deposit shall be adjusted towards last installment of lease premium.
- 15.3 In case the successful bidder fails to deposit full lease premium within the stipulated time as mentioned above, the offer shall stand cancelled and the Security Deposit shall be forfeited.
- 15.4 All taxes/duties/levies, etc. and expenses as applicable and related to the lease of the plots of land on offer, shall be entirely paid by the Successful Bidder/Lessee.

16. DEFAULT IN PAYMENT OF THE SUCCESSFUL BIDDER:

In case the Lease Premium amount is not paid as per Payment Schedule given above by the Successful Bidder, the offer of allotment of the particular plot of land to the concerned Successful Bidder would stand cancelled and the Security Deposit and subsequent payment made, if any by the Successful Bidder will automatically stand forfeited. In addition to such forfeiture of SD, the defaulting Bidder would not be allowed to take part in any e-auctions or any of the auction which may be held in future on behalf of ADDA . Decision in this regard shall be taken exclusively by ADDA and shall be final and binding on the bidders.

For the sake of clarity it is notified that there shall not be any extension of the last date fixed for payment of each of the installment as specified above in the Payment Schedule. However, in case of last day being holiday, it will be extended automatically to the next working day.

17. ALLOTMENT PROCEDURE

- 17.1 The allotment of plot would be made in favour of the single successful bidder who has quoted highest rate above or equal to the reserve price and who has been found to have fulfilled all conditions of allotment as stated in these documents.
- 17.2 The allotment would be made on lease hold basis for 99 years with a provision of renewal of lease .

- 17.3 Allotment letter will be issued by the Special Officer, Urban Development Department, Government of West Bengal & Chief Executive Officer, Asansol Durgapur Development Authority after completion of all formalities and completion of payment.
- 17.4 Consequently, a lease deed will have to be executed.
- 17.5 Expenses in connection with the registration of lease deed will have to be borne by the allottee.
- 17.6 Surrender of plots after allotment will be accepted however the Security deposit & entire land premium deposited will be forfeited.
- 17.7 In the event of any doubt or difference of opinion about interpretation of the rules, terms & conditions, the decision of the Authority shall be final.
- 17.8 If any other relevant terms and conditions for signing the lease deed has not been included in this paragraph, if the authority thinks fit, such terms and conditions shall be made available at the time of executing the lease deed with the successful bidder.
- 17.9 The quantum of land which is to be allotted to the successful bidder on physical measurement may either increase or decrease, in such circumstance, the decision of the authority regarding adjustment of land premium shall be final.

18. VALIDITY OF BID

All bids shall remain valid for 180 days from the date of closing of e-auction, excluding the date of closing. In case the 180th day falls on a holiday or remains closed, such bids will be deemed to be automatically extended to be valid upto the next working day.

19. FORCE MAJEURE

ADDA shall not be liable for any failure or delay in performance due to any cause beyond their control including fires, floods, strikes, go-slow, lock-out, closure, dispute with staff, dislocation of normal working conditions, War, riots, epidemics, political upheavals, Governments actions, civil commotion, breakdown of machinery, shortage of labour, Acts, demand or otherwise or any other cause or condition beyond the control of aforesaid causes or not and the existence of such cause or consequence may operate at the sole discretion of ADDA to extend the time of performance on the part of ADDA by such period as may be necessary to enable ADDA to effect performance after the cause of delays will have ceased to exist. The provisions aforesaid shall not be limited or abrogated by any other terms of the contract whether printed or written.

20. DISPUTE RESOLUTION

The entire bidding process shall be governed by, and construed in accordance with, the laws of India and Courts of West Bengal shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the bidding process, the subsequent lease and the entire transaction, to the exclusion of all other courts in the world.

21. PERSONS MAY BE CONTACTED:

Asansol	Durgapur	Modalities of e-Auction
Mr Saurabh Khan, Town Planner , ADDA, “Sahara Building” G.T. Road, Asansol. Ph No: +91 9735513121	Mr Arpan Chattopadhyay, Town Planner, ADDA, 1 st Administrative Building , City Centre, Durgapur – 713216 Ph No: +91 9474376753	Mr Pradip Banerjee, System Manager , ADDA, 1 st Administrative Building , City Centre, Durgapur – 713216 Ph No: +91 9932802967

Please take note that in case of violation of any terms & conditions as mentioned anywhere in this notice or in lease deed, irrespective of whether that is mentioned under the heading terms & conditions or elsewhere, the authority shall cancel the allotment, determine the lease and resume the land with simultaneous arrangement for back possession.

Sd/-

Special Officer Urban Development Department

Government of West Bengal

&

Chief Executive Officer

Asansol Durgapur Development Officer



Application format:

APPLICATION FOR PARTICIPATION IN e-AUCTION OF PLOT FOR SETTING UP SUPER SPECIALTY HOSPITAL

To
The Special Officer Urban Development Department,
Government of West Bengal
& Chief Executive Officer, Asansol Durgapur Development Authority,
City Centre, Durgapur – 713216

Auction Number:

Sir,
I do hereby apply for participation in the e-auction for Lay out Plot No. EDU/AUCTION/01 to set up an Integrated Multi Stream Educational Institution for 500 students to be held on 01-06-2015.

1.	Name of the Trust / Company: (in block letter)			
2.	Person applied for the Trust / Company:			
3.	Designation:			
4.	Full Address of the Trust/ Company:	Address-1	Address-2	
5.	Phone No (Landline)	Mobile	email:	
6.	Field of activity of the Trust / Company)			
7.	Nationality:			

DECLARATION OF THE APPLICANT

I do hereby declare that all the above mentioned information are correct & true to the best of my knowledge, I have read the auction notice carefully and as per provision of the auction notice, I am eligible to participate in the e-auction & I declare that I shall abide by all the terms and conditions as mentioned in the auction notice.

Date:

Signature of the Applicant

Details of Draft :

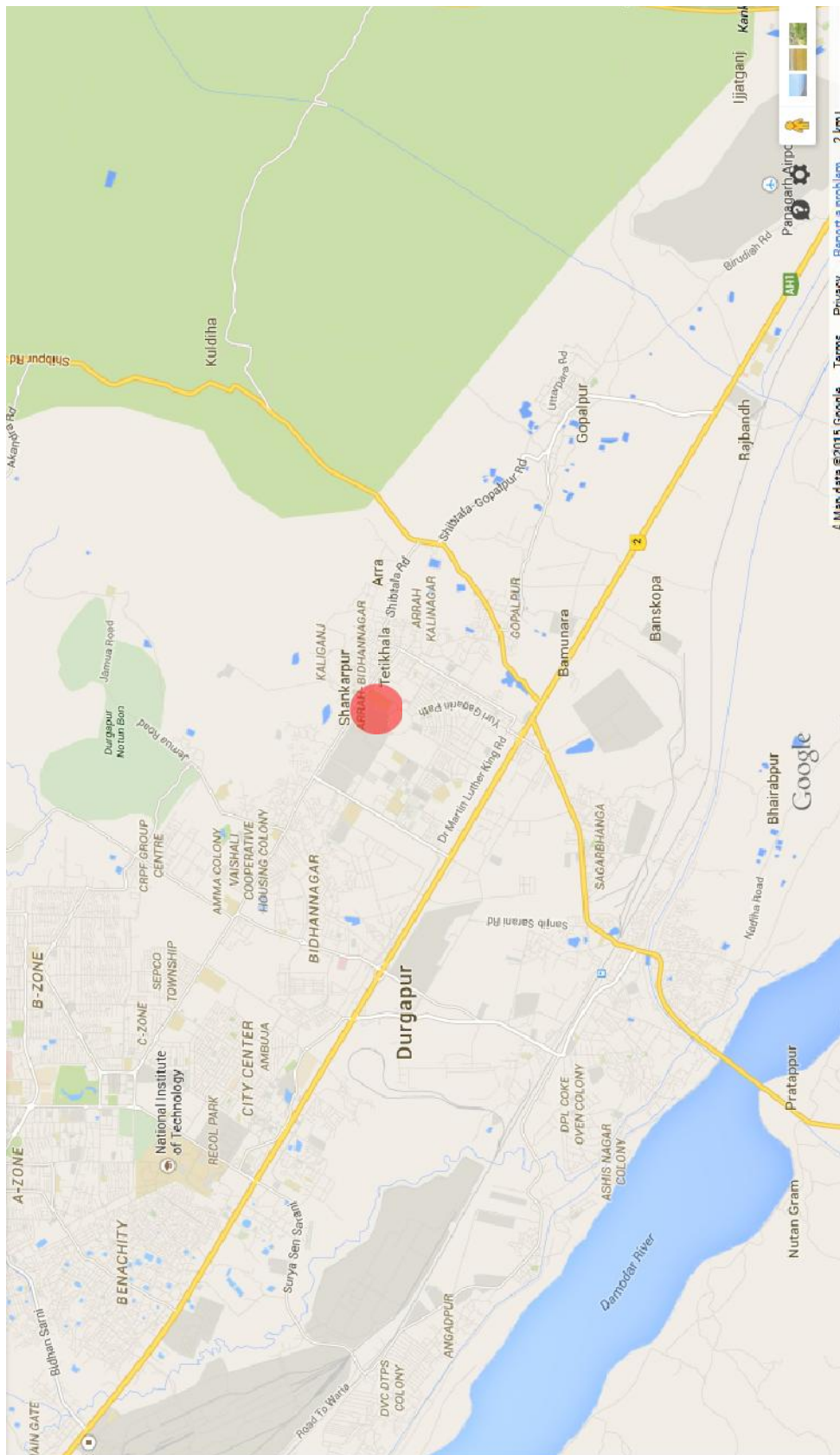
(1) Earnest Money (EMD)	(2) Auction Processing Fees
Draft No: _____ Date : _____	Draft No: _____ Date : _____
Amount: _____	Amount: _____
Bank : _____	Bank : _____
Branch: _____ Br Code: _____	Branch: _____ Br Code: _____

Signature of the Applicant



Annexure- A: Location Map

The tentative location of the plot with layout no EDU/AUCTION/01 has been shown in red colour in the context of Durgapur.



Annexure-B : Layout Map of plot EDU/AUCTION/01

LAYOUT MAP SHOWING LAND FOR AUCTION FOR AN INTEGRATED MULTI STREAM EDUCATIONAL INSTITUTION

