



Notice Inviting Tender

Ref No. ITI/BGP/HANGER/2025/0001

Dated- 13-03-2025

Issued by
ITI Limited
(A Govt. of India Undertaking)
Bangalore Plant
Dooravani Nagar
Bangalore - 560016
Karnataka

<https://www.itild.in>



Bangalore Plant
Dooravani Nagar, Bangalore – 560 016

INFRASTRUCTURE / VACANT HANGERS SPACE FOR RENT AT ITI LTD. BANGALORE.

Buildings/Vacant Hangers suitable for multipurpose usages are available for rent, at a prime location at ITI Bangalore Plant with adequate infrastructure on **“AS IS WHERE IS BASIS “**

Tender forms can be downloaded from our website: <https://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.

RAM KISHORE KACHHAP
AGM- HR/IT/DC
ITI Limited, Dooravani Nagar
Bangalore – 560 016

Ph. No: 080 – 25657990/28503667



ITI LIMITED

Bangalore Plant
Dooravani Nagar, Bangalore – 560 016

TENDER DOCUMENT FOR BUILDINGS/VACANT HANGERS FOR RENT AT ITI LTD., BANGALORE

ITI Limited Vacant Hangers Suitable for **Multipurpose Usages.**

Tender Ref: ITI/BGP/HANGER/2025/0001

IMPORTANT DATES

Sl. No.	Description	Schedule
1	Tender Publishing Date	13-03-2025
2	Last date of seeking Clarification by the bidder	29-03-2025
3	Pre-bid Meeting Date	19-03-2025 11:00 AM
4	Last date for submission of Bid	03-04-2025, 2:00 PM
5	Opening of Technical Bid	03-04-2025, 2:30 PM
6	Bid Validity Period	180 days from the Tender opening
7	Pre-bid meeting Venue	1 st Floor, Conference Hall, ITI Limited, Bangalore Plant, Dooravani Nagar, Bangalore – 560016
8	Earnest Money Deposit	Rs 10,00,000/- in the form of DD/BG in favor of ITI Limited payable at ITI Ltd Bangalore Plant
09	Opening of Financial Bid	To be informed later to successful bidders in the technical bid
10	Mode of submission	The Technical & Financial Bid shall be uploaded on https://itilimited.ewizarde.in (online- tendering platform) Contact person for e-tendering: Gagan , Mob: 8448288987

To,

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Dear Sir(s),

Sealed Offers are invited from registered firms, State & Central Public Sector Departments / Undertakings, Multinational Companies, Private/Public Limited Companies of standings, Banks, Financial Institutions etc., having interest in taking on lease Infrastructure/Vacant Hangers 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.
- (b) Mode of utilization of the Infrastructure & Open space being offered on rent.
- (c) Acceptance of all the terms & conditions indicated in our Tender, including executing the registered lease deed
- (d) Requirement of space with preference of building
- (e) Earnest Money Deposit (EMD)
- (f) The cost of the tender document of Rs 1,000/- (Nonrefundable) shall be payable in cash or by DD/Pay Order. For those bidders who downloaded the tender documents from our website, the same is payable at the time of submission of the tender/bid.

The Price Bid (Part-B) shall contain the specific Rate per Month per Sq. ft, on the plinth area .

The offers received after the due date and time will not be entertained. Offers sent by fax/e-mail will be rejected.

The schedule of events is as under:

1. Issue of Tender Documents from : 13-03-2025
2. Last date of seeking Clarification by the bidder : 29-03-2025
3. Last date of receipt of bids : 03-04-2025 2:00 PM
4. Opening of the Technical Bid : 03-04-2025 2:30 PM
5. Opening of Price Bid : Will be intimated later to all the technically suitable bidder(s)
6. Tender opening venue : AGM- HR/DC/IT
ITI Limited, Bangalore Plant,
Dooravani Nagar, Bangalore - 16
imm_bgp@itilttd.co.in

Thanking you

Yours faithfully
For ITI Limited

AGM - HR/DC/IT

Encl: as above.

a) PREAMBLE:

The INFRASTRUCTURE/VACANT HANGER SPACE is located at North 1ST Lane, ITI Bangalore plant near Ramamurthi Nagar Main Road, Dooravani Nagar, K. R. Puram, Bangalore – 560 016 . The Premises is also very near to K.R.PURAM Railway station, Benniganahalli metro and KR Pura Metro.

ITI Limited (“**The Company**”) is absolute owner of the premises

The interested bidder can visit the Premises on any working day between 9.30 AM & 3.30 PM, up to three days prior to the last date of submission of tenders with prior intimation to the Tender inviting authority or to the contacts given below:

1. RAM KISHORE KACHHAP, AGM- HR/IT/DC.

Copies of the documents would be made available for “inspection only” at Bangalore Plant, from the date of release of advertisement, on any working day between 09.30 AM to 3.30 PM up to three days prior to the last date of submission of bids. The bidders may peruse these documents and thoroughly satisfy themselves before submission of the bids.

ITI reserves its right to extend the deadline for submission of bids and for any reason, may modify the RFP by amendment notified in website through corrigendum. ITI may either extend the deadline for the submission of bids either on its own or based on the request of Bidders or may not extend the deadline for the submission of bids.

All prospective Bidders who have been short listed shall be intimated of the amendment in writing by e-mail but ITI Limited shall not be responsible if the Bidders do not get the individual intimates of such amendments due to whatever reasons. However, all such amendments shall be binding on Bidders.

b) BIDDER QUALIFICATION CRITERIA:

1. The Bidder Should Possess the Relevant License/ Permissions & other Statutory Requirements from Competent Authority[s] to specific usages.
2. The bidder may be a private business entity / Indian Government Company / Public Sector Undertaking / Banks / State or Central Government Department / Ministry / Body including a Limited Company or Consortium or limited liability partnership or partnership etc.

c) LEASE RENT

The Lease Rent to be offered/quoted by the bidder should be the maximum net rate of rent payable for the Premises to the Company. The rate of rent offered by the bidder shall exclude –

- (i) All utility charges to be borne by the LESSEE as per Clause No. F & G, such as electricity charges, BESCO Demand Charges, water usage charges and related cess/charges,

- (ii) levies, cesses/charges levied by local revenue authority or other statutory authority,
- (iii) 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.
- (iv) Service Tax/GST 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.

d) TERMS OF RENT WILL INCLUDE:

- a. The rent, GST, cesses and other applicable charges for each month shall be payable on or before 5th day of **each** month as per agreement.
- b. 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.
- c. TDS on Rent will be applicable as per actuals. 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.
- d. 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.
- e. 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 15% (quarterly compounded 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 the bidder/Lessee three months to vacate the Premises. On the expiry of the said 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.
- f. **Lease rental Figure/Amount shall be quoted in the Commercial bid only and not in the technical bid.**

e) DESCRIPTION OF PREMISES

The description of the Premises and available infrastructure are indicated below-

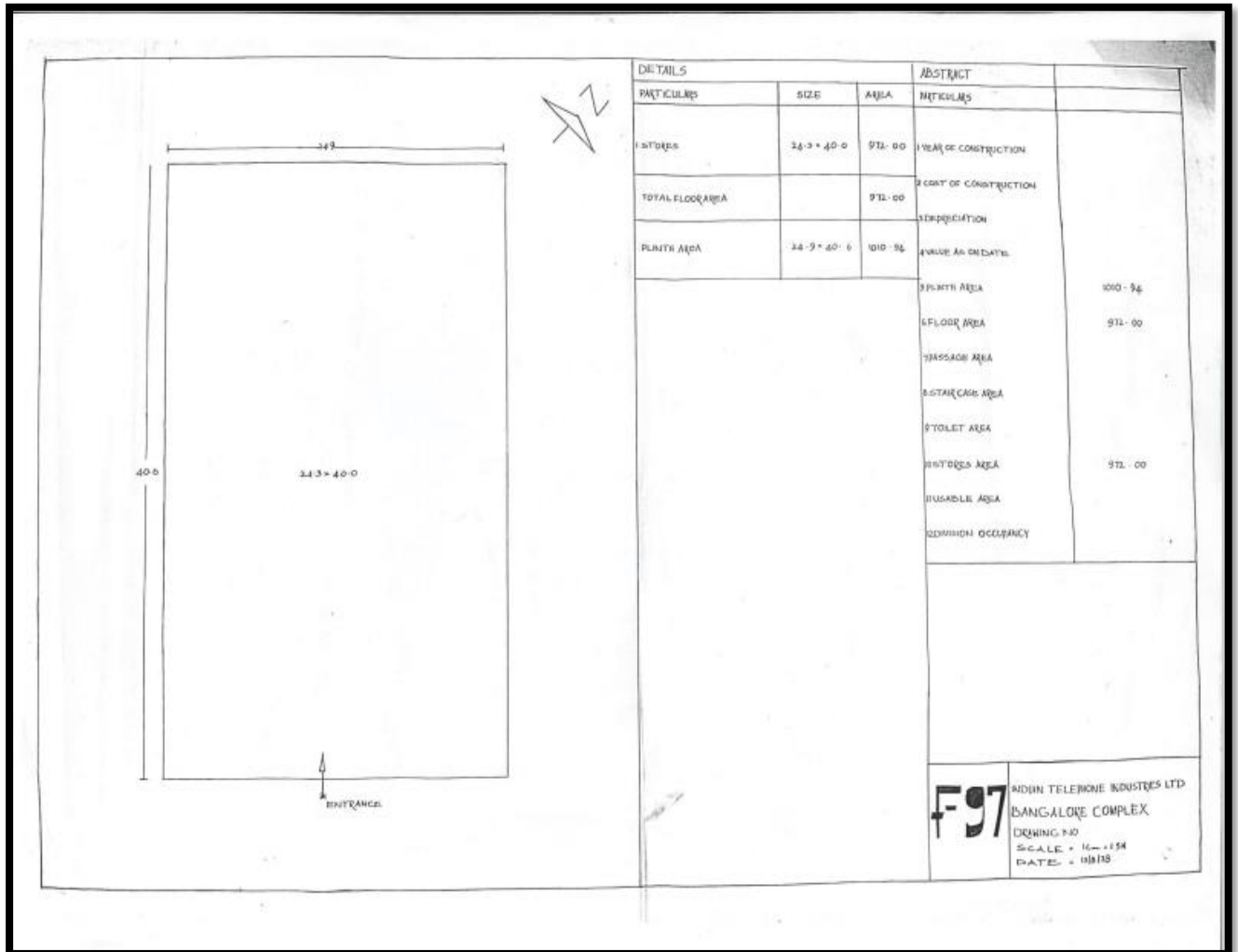
1. VACANT HANGER-F97

The vacant hanger premises comprising of:

Total Building Area – 10867.6 Sq. ft.

Total Open Space - Approx. 17140 Sq. ft.

Layout of HANGER-97:



Note:-

1. Power supply to above buildings will be made available from the Main supply line of ITI Bangalore plant. In case of requirement of additional power, the same shall be arranged by ITI Limited and the cost towards the same shall be borne by the bidder.
2. The bidder should quote for the total plinth area of the building and for Open space separately.

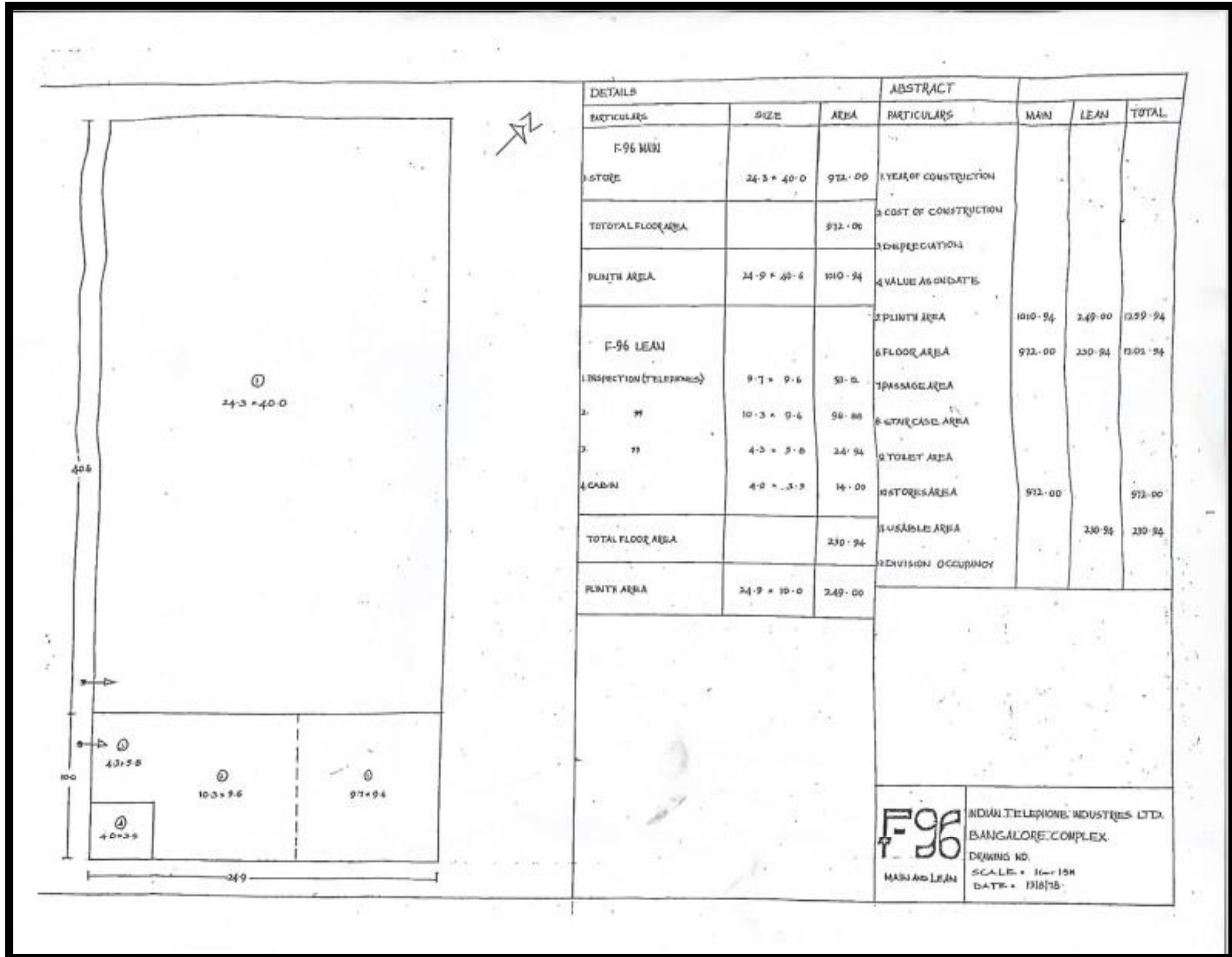
2. VACANT HANGER-F96

The vacant hanger premises comprising of:

Total Building Area – 13546.84 Sq. ft.

Total Open Space - Approx. 9960 Sq. ft.

Layout of HANGER-96:



Details of individual building with plinth area and the layout sketch is Enclosed at **Annexure I**

INFRASTRUCTURE PARTICULARS

1. Water and power supply facilities will be provided to the above buildings on a chargeable basis as prevailing charges of BWSSB & BESCOM. Water and power connection wherever existing will be restored soon after taking Possession.
2. **Open space available in the premises will be charged extra, if applicable.**
3. The area indicated is approximate. However, the actual area will be measured and handed over at the time of occupation, including plinth area and open space. The offer should include the rates for Building and Open Space separately.

A) THE PROCESS

- a) The Technical bids will be opened as per important Dates on Page-2 after the last date of the submission of the bids.
- b) Commercial bids of technically qualified bidders will be opened at a later date and the same will be intimated to them.
- 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) Thereafter the date of opening of the financial bid will be intimated to the technically qualified bidders only.
- f) Based on the rental quoted in the bids, the comparative statement would be prepared as under:
- g) Bids shall be evaluated to derive the maximum overall Rental to the Company.

The decision of the Company will be final & binding on the bidder/s.

B) BID SECURITY/EMD

- a) All the bidders would be required to submit the EMD/bid security along with technical bids in the form of Demand Draft or Banker's Cheque.
- b) The EMD/bid security shall be **Rs10, 00,000.00.**
- c) The bid security in the form of Demand Draft or Banker's Cheque shall be in favor of "ITI Limited" payable at Bangalore.
- 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 enter the contract as per the tender conditions 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 due date of bid submission. The bid so 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 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.

C) USAGE:

The bidder/lessee will not be permitted to use the said premises in such a way which in the opinion of the Company may cause prejudice, nuisance, annoyance 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 indemnified against all actions, suits, and the other proceedings in consequence of such uses by the bidder/LESSEE.

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 decision in this regard.

D) LEASE DEED:

- a) The Lease Deed would be prepared by the Company which would be final and binding.
- b) Lease shall be executed within a period of maximum four weeks from the date of notification of selection of the successful bidder/LESSEE.
- b) 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.

E) LEASE TERM LOCK-IN PERIOD, ESCALATION & SECURITY DEPOSIT:

- a) Lease Deed will have a fixed lease term of **Four years and Eleven Months** and can be extended further for **Two (2) terms** on mutually agreeable terms.
- b) The lease term will commence and rent will be payable from the date of handing over possession of the 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.

- c) 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.
- d) A security deposit in the form of Bank Guarantee equivalent to **ten months' rent** shall be payable by the successful bidder[s] to the Company within 10 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 caused solely due to act of omission and commission on the part of the successful bidder[s].

F) CHARGES TO BE BORNE BY THE LESSEE:

- a) GST on rental services of commercial property and cesses 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 7 days' of such payment, failing which such due amounts will carry interest at the rate of 15% 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 including property tax
 - 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.

G) 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 15% (quarterly compounded 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.

H) INTERNAL REPAIRS, ADDITIONS AND MAINTENANCE:

Any repairs inside the premises would be carried out by the Lessee, at their cost, provided that they shall give one week advance notice to the Lessor before carrying out the repair works.

Such repairs including replacing and reinstating floorings, partitions/partition walls, False ceiling, windows / door Frames and shutters panes, flushing tanks, water closet and the plumbing system provided etc., at Lessee's own cost and expenses during the term hereby created to keep and maintain in good working condition, electric installations and the light and fan points etc., that the lessee shall give one week advance notice in writing to the lessor before carrying out repair works.

Day to day cleaning and maintenance of space/floor occupied by the lessee shall also be carried out by the lessee at their own cost and expense.

Required permissions if any from statutory authorities / Govt. Bodies for all Types of works & Businesses would be the responsibility of Lessee.

Regarding Interiors/furnishings/fixed items already provided:

- a) The inventory list will be given by ITI for each building / Shed.
- b) The lessee will have the liberty to carry out interiors and furnishings works at their own cost.
- c) The lessee will have the liberty to install necessary office equipment and power lines for their functioning at their own cost.

- d) All available fixtures/furniture if any to be returned in the same condition except reasonable wear and tear after the lease is over.

I) 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.

J) 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 to have 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.

K) 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.

L) APPLICABLE TERMS AND CONDITIONS AND LESSEE'S OBLIGATIONS:

01. The Technical Bid shall not contain any reference of price/Cost particulars.
02. **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.
03. [The entire building would be given out on rent for an initial period of minimum Four years and Eleven Months \(59 Months\).out of 59 months 36 months shall be a lock in period.](#)

04. The tender[s] shall not be submitted with a conditional offer. Any condition having financial implications will result in disqualification of the offer.
05. The building cannot be sublet in any manner by the successful bidder[s] to 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.
06. The rate quoted by the bidder[s] shall take into account the entire infrastructure available within the premises **on as is where basis is** including the common services and circulation space.
07. In the event of the building being let out to Consortium led by the lead bidder, the expenses towards repairs and maintenance of the building including common areas shall be borne by the lead bidder of the Consortium. In addition, the Consortium Lead will be responsible for payment of the monthly rentals and applicable taxes.
08. In circumstances where the qualified bidder fails to carry out repair and renovation works of the building, 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 and payable along with the monthly rentals.
09. 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 is to be maintained by authorized services agencies through AMC's.
10. The monthly rental shall be payable to ITI only by "Account Payee Cheques" due on or before **05th of every month**, payable at Bangalore. All cheques/demand draft shall be drawn in favour of "ITI Limited, Bangalore" Cheque received after the above date shall attract interest @15% per annum, would be calculated for delayed period. Alternatively, the monthly rentals plus the maintenance charges can be paid by NEFT/RTGS.
11. The rent will be payable from 11th day of issue of letter of Intent or date of occupation whichever is earlier.
12. The Property tax payable to BBMP for the leased Building / Open Space will be borne by the lessee and shall be paid in the name of ITI Limited to BBMP.
13. 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.

14. The premises may be inspected on any working day between 9.30 AM to 3.30 PM on prior intimation to ITI. Any clarification required prior to submission of offers may be obtained from the undersigned.
15. Any claim on account of ignorance of site condition and infrastructure will not be entertained at a later date.
16. 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.
17. 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.
18. **In the event of any dispute or differences arising out of any/other claims/opinion including interpretation of clauses in these documents among the bidders and ITI, the decision of the Chairman and Managing Director of ITI Limited shall be the final and binding.**
19. The power charges payable to BESCO 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 the tenant[s] as per actuals. As regards to water/Sewerage charges, the amount payable to BWSSB shall be borne by the tenant[s] in proportion to the Water Consumed / area occupied.
20. **An escalation in rent at 10% (TEN PERCENT) per annum will be applicable on completion of every 12 months.**
21. The offer shall be valid for a period of four months from the date of opening of bids. [Commercial bid]
22. A joint inspection by ITI and successful bidder[s] will be done to take stock of the inventory of fixtures, fittings equipment, and other actual infrastructure, which will be recorded and signed by both the parties.
23. Termination of Contract: The contract shall be terminated by giving a notice period of – **three** months on either side.
24. The bidders are requested to regularly visit ITI Website; <https://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.

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 may form part of the agreement.

M) 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.

N) INDEMNITY

1. The lessee shall indemnify and hold harmless the Company 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

O) GOVERNING LAW AND JURISDICTION

The agreement shall be governed by and construed in accordance with the laws of India and the courts at Bangalore alone shall have exclusive jurisdiction over all disputes arising under or in connection with the agreement. The 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.

P) Negotiable Points

1. The Option of Utilizing shall be considered By the Lessee as per Mutually agreed upon Conditions.

Signature of Authorized representative with Seal.

ANNEXURE – I
BRIEF DESCRIPTION OF THE PREMISES

Rentals / month for lease period of **4 years and Eleven Months.**

Sl. No.	Hanger No.	Area in Sq. ft.
a	HANGER-F97	13546.84
	OPEN SPACE	≈ 17140
b	HANGER-F96	10867.6
	OPEN SPACE	≈ 9960

≈ Approximate

REMARK:

1. AREA MENTIONED ARE IN APPROXIMATION.
2. THE ACTUAL AREA WILL BE DECIDED BY A JOINT SURVEY BY THE LESSOR AND LESSEE.

ANNEXURE – II

Ref No. ITI/BGP/HANGER/2025/0001

Dated 13-03-2025

PRICE / COMMERCIAL BID

NAME OF THE SUPPLIER	
FULL ADDRESS :	
TEL NO. & MOBILE NO:	
e-mail ID :	
GST #:	

A	B	C	D	E	F	G	H
Sl. NO.	Item Description	Area in Sq. ft.	Minimum Guaranteed value per sq. ft. (Exclusive of PT*)	Rental Rate per Month in figures /sq. ft. in Rs.	Total Rent /Month in Rs. (C x E)	Total Rent /Month in words	Remarks
1	HANGER-F97	13546.84	₹ 55.77				
	OPEN SPACE	≈ 17140	₹ 47.87				
2	HANGER-F96	10867.6	₹ 55.77				
	OPEN SPACE	≈ 9960	₹ 47.87				
		TOTAL = (1 + 2)					

(*) PT: PROPERTY TAX
≈ Approximate

SIGNATURE OF THE AUTHORIZED REPRESENTATIVE WITH SEAL**Note:**

- 1) The Bidders will be liable to pay taxes applicable as per law.
- 2) Prices with "0" / "Nil" / "N/A" i.e. without any offer will not be considered for bid evaluation
- 3) Price Bids of those who have been qualified technically would only be opened at a later date.
- 4) Any disclosure of price/s in the Technical bid will be summarily rejected.

ANNEXURE-III
PRE-CONTRACT INTEGRITY PACT

PURCHASE ENQUIRY/ORDER No.

THIS Integrity Pact is made on.....day of2025.

BETWEEN:

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

AND:

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

Preamble

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

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

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

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

SECTION 1 – COMMITMENTS OF THE PRINCIPAL

- 1.1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
- a) No employee of the Principal, personally or through family members, will in connection with the tender for or the execution of the contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the personal is not legally entitled to.
 - b) The Principal will, during the tender process treat all bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all bidder(s) the same information and will not provide to any bidder(s) confidential/additional information through which the bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c) The Principal will exclude from the process all known prejudiced persons.

1.2.If the Principal obtains information on the conduct of any of its employee, which is a criminal offence under IPC/PC Actor if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary action as per its internal laid down Rules/ Regulations.

SECTION 2 – COMMITMENTS OF THE BIDDER/CONTRACTOR

2.1. The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself observe the following principles during the participation in the tender process and during the execution of the contract.

- a. The bidder(s)/contractor(s) will not, directly or through any other person or firm offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- b. The bidder(s)/contractor(s) will not enter with other bidders/contractors into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c. The bidder(s)/contractor(s) will not commit any offence under IPC/PC Act, further the bidder(s)/contractor(s) will not use improperly, for purposes of competition of personal gain, or pass onto others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d. The Bidder(s)/Contractor(s) of foreign original shall disclose the name and address of the agents/representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.
- e. The Bidder(s)/Contractor(s) will, when presenting the bid, disclose any and all payments made, are committed to or intend to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- f. The Bidder(s)/Contractor(s) will not bring any outside influence and Govt bodies directly or indirectly on the bidding process in furtherance to his bid.
- g. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or to be an accessory to such offences.

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

1.1 If the Bidder(s)/Contractor(s), during tender process or before the award of the contract or during execution has committed a transgression in violation of Section 2, above or in any other form such as to put his reliability or credibility in question the Principal is entitled to disqualify Bidder(s)/ Contractor(s) from the tender process.

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

SECTION 4 – PREVIOUS TRANSGRESSION

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

SECTION 5 – COMPENSATION FOR DAMAGE

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

SECTION 6 – EQUAL TREATMENT OF ALL BIDDERS/CONTRACTORS

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

SECTION 7 – CRIMINAL CHARGES AGAINST VIOLATING BIDDER(S)/ CONTRACTOR(S)

- 7.1 In case of any allegation of violation of any provisions of this Pact or payment of commission, the Principal or its agencies shall be entitled to examine all the documents including the Books of Accounts of the Bidder(s)/Contractor(s) and the Bidder(s)/Contractor(s) shall provide necessary information and documents in English and shall extend all help to the Principal for the purpose of verification of the documents.
- 7.2 If the Principal receives any information of conduct of a Bidder(s)/Contractor(s) or subcontractor/sub-vendor/associates of the Bidder(s)/Contractor(s) which constitutes corruption or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer of the Principal for appropriate action.

SECTION 8 – INDEPENDENT EXTERNAL MONITOR(S)

- 8.1 The Principal appoints competent and credible Independent External Monitor(s) for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extend the parties comply with the obligations under this pact.
- 8.2 The Monitor is not subject to any instructions by the representatives of the parties and performs his functions neutrally and independently. He will report to the Chairman and Managing Director of the Principal.

- 8.3 The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all product documentation of the Principal including that provided by the Bidder(s)/Contractor(s). The Bidder(s)/Contractor(s) will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The Monitor is under contractual obligation to treat the information and documents Bidder(s)/Contractor(s) with confidentiality.
- 8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meeting could have an impact on the contractual relations between the Principal and the Bidder(s)/Contractor(s). As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in specific manner, refrain from action or tolerate action.
- 8.5 The Monitor will submit a written report to the Chairman & Managing Director of the Principal within a reasonable time from the date of reference or intimation to him by the principal and, should the occasion arise, submit proposals for correcting problematic situations.
- 8.6 If the Monitor has reported to the Chairman & Managing Director of the Principal a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman & Managing Director of the Principal has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- 8.7 The word '**Monitor**' would include both singular and plural.
- 8.8 Details of the Independent External Monitor appointed by the Principal at present is furnished below: -
1. Shri Atul Jindall, IFS (Retd.)
3/10 Vishesh Khand Opp. Little Fiend School Gomti Nagar,
Lucknow-226010(UP)
 2. Shri Benny John, IRS (Retd.)
Villa No 36, Kent Plam Villas, Fort Valley Township, Athani, Kakkanad,
Ernakulum – 682030, Kerala

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

SECTION 9 – PACT DURATION

- 9.1 This Pact begins when both the parties have legally signed it. It expires after 12 months on completion of the warranty/guarantee period of the project / work awarded, to the fullest satisfaction of the Principal.
- 9.2 If the Bidder(s)/Contractor(s) is unsuccessful, the Pact will automatically become invalid after three months on evidence of failure on the part of the Bidder(s)/Contractor(s).

9.3 If any claim is lodged/made during the validity of the Pact, the same shall be binding and continue to be valid despite the lapse of the Pact unless it is discharged/determined by the Chairman and Managing Director of the Principal.

SECTION 10 – OTHER PROVISIONS

10.1 The Pact is subject to the Law as applicable in Indian Territory. The place of performance and jurisdiction shall the seat of the Principal.

10.2 The actions stipulated in this Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

10.3 This pact is subject to Indian Law, place of performance and jurisdiction is the Registered & Corporate Office of the Principal at Bengaluru.

10.4 Changes and supplements as well as termination notices need to be made in writing by both the parties. Side agreements have not been made.

10.5 If the Bidder(s)/Contractor(s) or a partnership, the pact must be signed by all consortium members and partners.

10.6 Should one or several provisions of this pact turn out to be invalid, the remainder of this pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

10.7 Any disputes/ difference arising between the parties with regard to term of this Pact, any action taken by the Principal in accordance with this Pact or interpretation thereof shall not be subject to any Arbitration.

10.8 The action stipulates in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

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

For PRINCIPAL

For BIDDER(S)/CONTRACTOR(S)

.....

.....

(Name & Designation)

(Name & Designation)

Witness

Witness

1)

1).....

2)

2).....

ANNEXURE-IV

DECLARATION THAT THE BIDDER HAS NOT BEEN BLACKLISTED/DEBARRED

Place:

Date:

To,

<Name and address>

Ref: Tender Notification no dated

Subject: Declaration of Bidder being not blacklisted

Dear Sir,

It is certified that our firm/company or any of our entities is not black listed/Debarred from doing business or put on holiday list etc. by any Govt. Organization / PSUs for any reason. However, if we fail to complete the awarded work / fulfill the Tender conditions or if any of the information submitted by our company or its employee or associate, proves to be false, ITI Limited shall be free to take action / black list our firm / company notwithstanding of taking any other legal action.”

Place :

Date :

Bidders' Company Seal :

Authorized Signatory's Signature :

Authorized Signatory's Name and Designation:

ANNEXURE-V

(FORMAT FOR THE BID SECURITY/ EMD)

Whereas..... (Hereinafter called “the Bidder”) has submitted its bid dated.....for the supply of vide Tender No. _____ Dated _____ KNOW ALL MEN by these presents that WE..... OF..... having our registered office at(hereinafter called “the Bank”) are bound unto ITI Limited (hereinafter called “the Purchaser”) in the sum of Rs..... for which payment will and truly to be made of the said Purchaser, the Bank binds itself, its successors and assigns by these present.

THE CONDITIONS of the obligation are:

- a. If the Bidder withdraws his bid during the period of bid validity specified by the Bidder on the Bid form or
- b. If the Bidder, having been notified of the acceptance of his bid by the Purchaser during the period of bid validity
 - i. fails or refuses to execute the Contract, if required; or
 - ii. fails or refuses to furnish the Performance Security, in accordance With the instructions to Bidders.
- c. We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the purchaser
- d. Having to substantiate its demand, provided that in its demand, the purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.
- e. This guarantee will remain in force upto and including 60 days from the tender opening date and any demand in respect thereof should reach the Bank not later than the specified date/dates.

Signature of the Bank Authority
Name
Signed in Capacity of

Name & Signature of Witness

Full address of Branch

Address of witness

Tel No. of Branch

Fax No. of Branch

ANNEXURE – VI

NON DISCLOSURE AGREEMENT

This Nondisclosure Agreement (the “Agreement”) is entered into betweenGeneral Manager (HR), ITI Limited, ITI Bhavan, Dooravani Nagar, Bangalore – 560 001 (“Disclosing Party”) and, (“Receiving Party”) for the purpose of preventing the unauthorized disclosure of confidential Information as defined below.

The parties agree to enter into a confidential relationship with respect to the disclosure of certain proprietary and confidential information (“Confidential Information”)

1. Definition of Confidential information. For the purpose of this Agreement, “Confidential Information” shall include all information or material that has or could have commercial value or other utility in the business in which the Disclosing Party is engaged. If Confidential Information is in written form, the Disclosing Party shall label or stamp the materials with the word “Confidential” or some similar warning. If Confidential Information is transmitted orally, the Disclosing Party shall promptly provide a writing indicating that such oral communication constituted Confidential Information
2. Exclusions from Confidential Information. Receiving Party’s obligations under this Agreement do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party; (b) discovered or created by the Receiving Party before disclosure by Disclosing Party; (c) learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party’s representatives; or (d) is enclosed by Receiving Party with Disclosing Party’s prior written approval.
3. Obligations of the Receiving Party. Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. Receiving Party shall carefully restrict access to Confidential Information to employees, contractors and third parties as is reasonably required. Receiving Party shall not without prior written approval of the Disclosing Party, use for the Receiving Party’s own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of the Disclosing Party, any Confidential Information. Receiving Party shall return to the Disclosing Party any and all records, Tenders and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if the Disclosing Party requests it in writing.
4. Time Periods. The non disclosure provisions of this Agreement shall survive the termination of this Agreement and Receiving Party’s duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as a trade secret or until Disclosing Party send Receiving Party written notice releasing Receiving Party from this Agreement, whichever occurs first.
5. Relationships. Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venture or employee of the other party for any purpose.

6. Severability If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted as best to affect the intent of the parties.
7. Integration This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements representations and understanding. This Agreement may not be amended except in a writing signed by both parties.
8. Waiver The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights. This Agreement and each Party's obligation shall be binding on the representatives, assigns and successors of such Party. Each Party has signed this Agreement through its authorized representative.

Signature

Signature

(Name)

(Name)

Date

Date