

# TENDER FOR ENGAGEMENT OF DGR EMPANELLED SECURITY AGENCY FOR PROVIDING SECURITY SERVICES ON CONTRACTUAL BASIS AT ITI FACTORY/ TOWNSHIP/CORPORATE OFFICE BENGALURU.

TENDER No. ITI/BGP/Security/DGR/2025/001

# **Address**

AGM HR, Bangalore Plant, Doorvaninagar, Bangalore – 560016, Karnataka (India) E-mail: <a href="mailto:parimalb-bgp@itiltd.co.in">parimalb-bgp@itiltd.co.in</a>

Websites: <a href="https://itiltd.in">https://itiltd.in</a>

Name of the Tenderer			
-			

ITI Limited, Bangalore Plant, Doorvaninagar, Bangalore - 560016 (Karnataka)



# **TENDER SCHEDULE**

Sl. No	Activity Description	Schedule
1	Tender No	TENDER No. ITI/BGP/Security/DGR/2025/001 <b>Date: 12/08/2025.</b>
2	Downloading of Tender Document	Tender document can be collected from ITI Ltd., Bangalore office or download from ITI website <a href="https://tenders.itiltd.in">https://tenders.itiltd.in</a> from 13/08/2025
3	Time and last date of depositing tender/bid	02/09/2025 up to 14:00 Hrs
<b>S</b> 4	Time and Date of Opening of Technical Bid	03/09/2025 11:30 Hrs
5	Pre- Bid Meeting	<b>19/08/2025</b> , <b>12:00</b> Hrs at F-100, ITI Limited, Bangalore
	Date and Time	plant, Doorvaninagar, Bengaluru – 560016
6	Time and Date of Financial	The financial bids will be opened to all technically qualified
	Bid	bidders, tentatively on 28/08/2025 onwards
7	Minimum validity of tender offer	120 days from the date of Opening of tender
8	Amount of EMD to be deposited	₹. 24,20,830/- , NIL for DGR Sponsored Agencies
9	Contact Person for queries	Additional General Manager HR Bangalore Plant, ITI Limited, Doorvaninagar, BENGALURU – 560016. INDIA
10	Duration of Contract	Contract period will be initially for <b>Two YEAR</b> extendable up to maximum One year subject to evaluation of the performance of service provider/Contractor by ITI before end of second year contract, if services found satisfactory.
11	Cost of Tender Document	NIL for DGR Sponsored Agencies

Date: 04/08/2025



# PART-A NOTICE INVITING TENDER (NIT)

RFP No. ITI/BGP/Security/DGR/2025/001

To,

Sponsored Agencies of Directorate General Resettlement (DGR), South Zone, Pune

Sub: Tender Enquiry for engagement of DGR Sponsored Security Agency at ITI Factory/Township/Corporate Office Bengaluru.

Sir/Madam,

ITI Limited, (hereinafter referred as 'ITI' or 'Company' is a Schedule "A" Central Public Sector undertaking, under the administrative control of Ministry of Communications, Department of Telecommunication. ITI is a leading Telecom equipment manufacturer and solution provider in India. The major customers are BSNL, MTNL, Defence, Paramilitary forces and Railways etc.

ITI limited, intends to invite Tender Enquiry to award annual contract for engagement of the DGR sponsored Agencies for providing Security Services as per the combined requirement of 95 numbers supervisor and guards as per details given below:

Sl. No.	Type of Guards	Number of Guards	Location
1	Ex-Serviceman <b>Security Supervisor</b>	8	Bangalore Plant, Corporate Office and Township
2	Ex-Serviceman Security ( <b>Male Guard</b> ) Unarmed	52	Bangalore Plant, Corporate Office and Township
3	Ex-Serviceman Security (Female Guard) Unarmed	2	Bangalore Plant, Corporate Office and Township
4	Ex-Serviceman (Guard cum Driver)	7	Bangalore Plant
5	Ex-Serviceman Trade man (Mason/Carpenter/P)	3	Bangalore Plant, Corporate Office and Township
6	Ex-Serviceman (CCTV Operator)	3	Bangalore Plant, Corporate Office and Township
7	Ex-Serviceman Male Guard (Armed)	20	Bangalore Plant, Corporate Office and Township

a. Shift 06:00 hrs to 14:00 hrs
b. Shift 14:00 hrs to 22:00hrs
c. Shift 22:00 hrs to 06:00hrs
d. Any other shift timings, if any would be intimated by ITI.

e. The Security personnel(s) shall be reported **30 Minutes** prior to the commencement of their respective shifts.

Agencies are requested to submit detailed Bid in the prescribed format under Two Bid System in separate sealed covers i.e. Technical Bid and Financial Bid, duly super scribed with the Tender/Enquiry Number, Due Date, Time and Subject, so as to reach AGM HR well before the due date and time.

**NOTE:** The Bids to be submitted after inspection of the campus and ascertaining the scope of work as per the details on reverse of this NIT.

Yours Sincerely,



# PART- B SCOPE OF WORK/CONTRACT

PROVIDING ROUND THE CLOCK (24x7x365) SECURITY SERVICES TO ITI FACTORY/TOWNSHIP/CORPORATE OFFICE/EC PLANT AT ITS BENGALURU PREMISES SPREAD ACROSS IN APPROXIMATELY 450 ACRES AS PER THE CENTRAL GOVERNMENT APPROVED MINIMUM WAGES STRUCTURE.

The Agencies sponsored by the DGR will have to provide high standard of trained and experienced Security and Guards (With/Without Arm) **those who are 90% from Ex-Servicemen category** Army, Navy, or Air Force, and 10% Paramilitary forces (Central Armed Police Forces -CAPF), as required from time to time during the contract period by ITI Limited, Bangalore, as required from time to time on the following terms & conditions:-

- To provide round the clock (24 x 7 x 365) safety and security of all land, buildings, fittings, furniture, plants and machineries, moveable and immoveable properties at ITI Factory/ Township/Corporate Office/EC Plant, Bangalore.
- 2) Safety of plants, trees & shrubs, electric overhead installations, water pipelines, boundary walls etc. and any fresh additions/installations thereto in ITI Limited, Bangalore from time to time.
- 3) To verify identity and allow the employees of ITI Ltd, Bangalore to perform them their official work/duty.
- 4) To ensure that no employee is permitted beyond duty hours, except with special written permission assigned by the appropriate authorities/designated Officers of the ITI Limited. The Security Staff shall record the entry of employees attending work on holidays including the vehicles those are entering the campuses.
- 5) The Security Staff will inspect and monitor the vehicles entering and making exit from the campus. They shall ensure that nothing illegal or detrimental is done to the safety and security of the employees, as well as moveable and immoveable properties of the ITI Factory/ Township/Corporate Office/EC Plant.
- 6) The Security Staff shall permit entry to visitors/vendors after confirming from the concerned department/officers of ITI Limited & issue Gate pass (es)/temporary ID card(s) for the Guests, only to perform official works. They will maintain separate register for this purpose and will provide to appropriate authority of the ITI Limited as and when called for security reasons/verifications etc.
- 7) The Security Staff shall allow the entry & exit of any stores/materials only after verifying the appropriate Material Gate Pass/Delivery Challan etc. Before scrutiny of the Gate Pass/Delivery Challan, it will be compulsory for the Security Staff to physically verify and check the stores/materials.
- 8) In case of natural emergencies like flood, fire, earthquake etc., the Security Staff must be trained enough to evacuate the staff, moveable properties etc. and should initiate immediate action to inform the Police, Fire and other required departments as quickly as possible as part of their quick action plan.
- The Security Staff shall ensure to watch the proper locking system of premises, common area etc. In case of any theft, breakage, pilferage of any fixture and/or fittings, furniture, equipment, instrument, machineries etc. the responsibility shall be of the Security personnel and they will immediately report the same to the appropriate authority of the ITI Limited. In the circumstances, after enquiry, it is found that the loss has occurred due to the negligence of the Security Staff on duty, **Chief Security Officer ITI Ltd**. will have full discretion/power to recover the loss in full or adjust from the dues or from the Performance Guarantee submitted by the Agency. The decision of the AGM HR, ITI Limited in this regard will be final and binding on the Agency.
- 10) The Security Staff must be able to promptly answer queries of visitors or telephone calls and have communication skill of replying in courteous manner.
- 11) ITI will conduct surprise check(s) at regular intervals by the authorized officer. During this surprise check, if a Security Staff is found negligent/sleeping/illegal activity/drunk or consumption of any interactive product on duty, the Agency will have to withdraw the staff immediately from the premises forthwith. This may even entail cancellation/termination of contract henceforth.
- 12) The contractor shall station a **four-wheel vehicle** along with the driver cum guard in all the shifts exclusively for the patrolling duties in ITI premises.



- 13) The Agency is bound to provide the following at free of cost:
  - i) ID Badges for Security Supervisor and Guards.
  - ii) 2 Pairs of Khaki Uniform & accessories every year including rain coats.
  - iii) 2 pair of Shoes Black in every One year.
  - iv) Provide one good quality of torch, Whistles, Lathi, and other necessary Gadgets etc. to the Security Personnel for proper Vigil.
  - v) Provide one two wheeler vehicle for patrolling.
  - vi) Sufficient Walkie Talkies in each post with charger
  - vii) Agency Bank account should be in SBI.
- 14) The Agency shall ensure that all Security Personnel deployed at ITI Ltd., Bangalore shall be in sound health, free from contagious disease, physically fit, well in shape, able to run, jump and grip. Apart from their respective C & A Report, the Agency shall submit the Medical Fitness Certificate to the IITI Limited.
- 15) On days of National importance viz. 26th January, 15th August etc. the Security Personnel will carry all codal formalities of hoisting the National Flag as per the Rules and Protocols of hoisting the National Flag, Marching Parade, Guard of Honor, National Anthem etc. They are highly expected to wear washed Ironed Uniform, Polished Shoes, and Barrett Cap etc. while executing the code of conduct of the ceremony. The Agency or its staff shall not be entitled for any type of honorarium or extra remuneration for these activities.
- The Agency will be responsible for deputing the guards/supervisors as per the duty requirement. In case of absence of any workmen, it will be obligatory on part of the contract or to provide replacement for the same.
- 17) Any other security measures, as deemed fit, in case of security issues in the interest of the ITI Limited.

Undertaking: I accept all the terms and conditions as mentioned above and should abide by them.

Date	Full Signature of the Proprietor
	Name of the Proprietor
	Complete Address
	Seal of the Agency



# PART-C SCHEDULE OF RESPONSIBILITIES

Supervisors/Security Guards may be deployed among the under mentioned posts as per requirement/ urgency.

## 1) PATROLLING GUARD:

The Patrolling Guard will be overall in charge of his Shift. He will be responsible for detailing of Security Guards and will ensure their good performance and good turnout of his staff. He will report to the Shift Officer / Shift Supervisor / Security Officers / Deputy General Manager (Security Services) about all untoward incidents/happenings suspicious movements in and around A&B Area. He will be patrolling in 'A' & 'B' Area.

# 2) CMD's, DR(P)'s, DR(F)'s, DR(HR)'s, DR(MKG)'s & CVO's BUNGALOWS:

He is responsible for controlling of all Visitors to the residence with the permission of CMD/DRP/DRF/DR(HR)/DR(MKG)/CVO. He will ensure safety and Security of all the premises and will carry out periodic rounds in the compound. He will be responsible to lock the Main entrance gate/wicket gates. He should not leave the post until a replacement has come to his post. He also should report any incident around the Bungalows to Shift Officer/Supervisor by phone.

#### 3) CHILDREN PARK & GENERAL PARK:

He will be responsible for the safety and security of the parks premises. He will also be responsible for the various Electrical/Construction structures in the park premises. He will allow Visitors only with the authorized timings unless instructed otherwise. He will not allow any unauthorized persons to avail Company's Food stuff served in the park. He has to open and close the Main Gate between 4pm to 7pm for public. Ensure no vendors are selling food stuff.

# 4) PUMP HOUSE:

Pump House guard should take care of the underground storage Tank which is very important. Patrolling inside the Pump House area. Any untoward incident should be informed to the Shift Supervisor/Shift Officer.

# 5) COMMUNITY HALL:

He will be responsible for the safety and security of the Community Hall, Temple area and adjoining Green Wood area. He will patrol the above areas and clear all undesirable intruders and prevent destruction of structures, trees available in that area. He is responsible to prevent any possible theft in that area and also Community Hall to Plant Electrical Left & Right roads.

#### 6) 'A' AREA S.T. PLANT:

He will be posted and will be responsible for the safety and security of the Plant and its surroundings. He will always be very alert and vigilant to prevent any possible damages, losses to the Company property in that area.

# 7) 'A' & 'B' GATE:

This is very vulnerable and important post in 'A' Area. Only smart and capable guards will be posted. He will be responsible to control the entire traffic to and from the Colony through this Gate. Heavy Lorry, Trucks, Trailers are not to be permitted unless authorized. Private vehicles including Buses / Tempos / school vans are to be allowed checking ITI issued Passes. The Gate will be locked from 11.00pm to 05.00am on all days and key is deposited at CMD's residence gate office. He is responsible to patrol South Avenue Road to ensure security of 'A' & 'B' type Quarters. He will enter the Registration Number of vehicles which are entering Township area.



# 8) 'A'AREA PATROLLING:

One Guard each in 'A', 'B' & 'C' Shifts will be posted. He will patrol the entire Colony. He will report all untoward incidents/happenings, suspicious movements and will also check locked/vacant houses. He will sign on the Beat Books wherever provided. During his rounds, he will prevent any untoward incidents noticed and take prompt action to report to his superiors/police.

## 9) SOUTH AVENUE / SCHOOL AREA:

The Guard should patrol in this area and take care of the area, School, A& B type Quarters, Auditorium, Water Tank, CBSE School, 'Y' Road. Ensure that there should not be unauthorized movements in these areas.

#### **10) NORTH AREA POST:**

The Guard should patrol from G-7 Gate to Community Hall, North Circle and Creche. He should ensure to stop the movement of unauthorized persons like Rag Pickers, Vendors and Miscreants in these areas. Any incident takes place, it should be immediately reported to Shift Officer/Shift Supervisor.

# 11) CENTRAL AVENUE AREA POST:

The Guard should patrol from Main Gate to 'A' & 'B' Gate area including Hospital premises, He should ensure to stop the movement of unauthorized persons like Rag Pickers, Vendors and Miscreants in these areas. Any incident takes place, it should be immediately reported to Shift Officer/Shift Supervisor.

#### 12) HOSPITAL GATE:

The Guard should control the vehicles and should not allow Autos, Cars inside except emergency. He also watches the generator installed in the parking area for Hospital.

#### 13) EAST RING ROAD:

The Guard should patrol from ST Plant 'A' Area to the Farm-II Wicket Gate. Prevent unauthorized movements, miscreant's prone area from Farm-II, Coconut grove in Farm-II also his duty area.

# 14) WICKET GATE:

He should patrol the Wicket Gate. There are entries through perimeter wall inside the colony where he should monitor the movements.

# **15) HOSPITAL PREMISES (INSIDE):**

He should patrol inside the Hospital ground floor and  $1^{ST}$  floor. He should check the Solar Heater panels are fixed on the top of the hospital roof. He should handover unauthorized, suspicious persons to the Shift Officer of Security Department. He will also closely monitor the patient's activities from outside.

## 16) School Gate/ Colony Gate:

There are entries through perimeter wall inside the colony where he should monitor the movements of authorised student and parents. He should patrol from colony gate to School gate.

# 17) SBI Circle Gate

There are entries through gate inside the colony where he should monitor the movement of outsiders and resident of the colony and control the two/ four wheelers.

#### 'B'AREA:

#### **18) PATROLLING GUARD:**

He will be responsible for detailing of Security and will ensure their good performance and good turnout of his staff. He will report to the Shift Officer / Shift Supervisor / Security Officers about all untoward incidents/happenings suspicious movements in and around A&B Area. He will be patrolling in 'A' & 'B' Area.



# 19) GUEST HOUSE/ OFFICERS CLUB:

He should patrol around Guest House, ITI Officers Club and Ground and ensure that no damages done to the Company property. At Guest House frequent Visiting of VIPs will be there, he should be very vigilant while on duty. The guard should switch on and off the building Security lights around the building every day evening and morning. Any incidents to be reported to the Shift Supervisor / Shift Officer.

#### 20) S. T. PLANT B Area:

He should patrol around ST Plant 'B' Area, Old Wood Works, buildings inside of DUSS, MUSS and take care of the Company properties. In 'B' & 'C' Shift both patrolling Guard and ST Plant Guard will patrol together and check all the above said area. Switch On and Off the security lights in the building during morning and evening. Controlling of movement of unauthorized persons and strangers. Any incidents to be reported to the Shift Supervisor / Shift Officer.

# 21) WOOD WORKS:

The Guards should guard the Wood Works area where lot of sandal wood trees are grown up. They should patrol the area often and prevent thefts and entry of miscreants inside the premises. Any untoward incidents happened he immediately informed to the Shift Officer of Security department.

**22)** Granting of leave/ weekly off etc. will be the responsibility of the agency without comprising the duties and responsibilities assigned by ITI to the agency. A penalty of Rs. 500/- per man shift will be levied for post remaining vacant. However, the required personnel (s) may increase or decrease based on the instructions of the supervisors/ security officer.

Date	Signature of the Proprietor
	Seal of the Agency



# **PART-D**

## **TERMS AND CONDITIONS**

- 1. Contract period will be initially for **TWO YEAR** extendable up to maximum 1 years, if services found satisfactory; to provide Security Services at ITI Ltd., Bangalore. ITI reserves all rights to extend or reduce the period of contract at the discretion of the AGM HR, ITI Limited.
- 2. Successful agency/contractor have to enter into agreement with the ITI Limited as per terms and conditions (Part-C) and to submit Bank Guarantee should be 5% of Estimated cost to the ITI Limited which shall bear no interest. The Performance Guarantee should be valid for a period of 26 months from the date of award of contract. The Bank Guarantee will be released to the agency/contractor on written request within a period of two months after completion and fulfilment of all the liabilities of the contract.
- 3. The DGR sponsored agencies having valid DGR sponsorship letter can participate and shall also be eligible for submission of the bids against tender invited for security services by the Principle Employer. **DGR sponsored ESM do not require minimum experience and minimum turnover.**
- 4. ITI reserves the rights to terminate the contract by giving one month's notice at any time on the ground of unsatisfactory services provided by the contractor/agency or any other ground detrimental in the interest of the ITI. The ITI Limited will be the sole judge in these regards. Decision regarding whether the security service is effective / proper /timely maintaining etc. shall be with the ITI Limited.
- 5. Similarly the contractor will also have to give **Three month notice** in case contractor wants to discontinue the contract.
- 6. Agencies interested may visit the campus on any working day between 16/08/2025 TO 01/09/2025 from 15:00 Hrs. to 16:00 Hrs. and quote their rates thereafter. The duly filled Tender should be accompanied by an undertaking that the agency/contractor has visited the campus and understood the scope/nature of work. No claim whatsoever shall be entertained regarding the ignorance about the site conditions on later date.
- 7. The Bids should be valid for a period of six months from the date of issue of Sponsorship letters to the ESMs by the DGR; to the Principal Employer.
- 8. The ITI does not bind to accept only the lowest quotation and reserves the right to accept or reject any tender without assigning any reason thereof. Parallel contract may also be awarded to other Agency, as per the discretion of the competent authority.
- 9. Any dispute arising out of the terms of this contract on the interpretation of any clause herein shall be settled by mutual discussion between the ITI Limited and the Agency/Contractor. The AGM HR, ITI LTD., BANGALORE will be the final authority in resolving such disputes and his decision will be binding on the agency.
- 10. The Agency/Contractor should possess the requisite Registration License of Shop Act/Establishment, PSARA License, CLRA License, ESI, EPF, GST, Professional Tax, TDS and other relevant license from State/Central Government departments as applicable from time to time. The Agency/Contractor will have to maintain registers/records as required under the provision of various acts and complete the formalities prescribed there under. ITI Limited shall not be responsible in any way for any breach of these rules and regulations by the Agency/Contractor.
- 11. Any payment due to the workmen employed by the Contractor shall be the sole responsibility of the Contractor. If penalized for non-compliance of any of the legal requirements, the contractor shall be responsible for the same and deal with them at its own level and costs, in no way putting any liability on the Principal Employer.
- 12. The Contractor shall fully indemnify the Principal Employer against all the payments, claims and liabilities whatsoever, incidental or direct arising out of or for compliance with or enforcement of the provisions of any of the Laws/Acts in relation to the Contract.



- 13. The Contractor shall also ensure that no workmen below the age of eighteen (18) years are employed by him for the abovementioned jobs. However, the upper age limit of a Security Guard shall be 65 years in consonance with PSARA Act-2005.
- 14. The Contractor shall on his own cost, if required, take necessary **insurance coverage** in respect of staff and other personnel for service to be rendered to the Principal Employer.
- 15. The contractor will deposit the GST with concerned authority as applicable and submit the documentary proof of same to the Principal Employer from time to time.
- 16. The Contractor shall ensure that all grievances and complaints of his workmen are redressed only by him and in no circumstances, he shall allow to forward such grievances to any of the authority of the Principal Employer.
- 17. The Contractor shall ensure that the payment of wages to the workmen employed by him shall be made only by ECS/other modes of electronic funds transfer like NEFT/RTGS/IMPS etc. The Contractor, along with its monthly bill shall provide the copies of the Bank Statements for having transferred the amount to each individual as proof of payment.
- 18. Attendance muster cum wage register maintained of personnel deployed should be duly signed with In-Out Timings by the individual employees and countersigned by the representative of the Agency/Contractor and ITI Ltd., Bangalore.
- 19. All employees have to be paid wages, special allowance at rates, not lesser than the minimum rates prescribed by the Government/DGR under relevant rules from time to time. All the statutory payments and wages as per prevalent applicable Minimum Wages Act to its employees shall be the responsibility of the Agency/Contractor and the ITI Limited shall not be responsible for any lapse on the part of the Agency/Contractor in this regard.
- 20. All personnel employed by contractor shall be engaged by him as his own employees in all respects express or implied. The responsibilities whatsoever, incidental or direct, arising out of or for compliance with or enforcement of the provisions of various Labour Laws/Industrial Laws of the Country, shall be that of the contractor.
- 21. The contractor shall specifically ensure compliance with the following Laws/Acts and their Enactments/Amendments from time to time:

The Contract Labour (Regulation and Abolition) Act, 1970

- i) The Contract Labour (Regulation and Abolition) CentralRules,1971
- ii) The MinimumWagesAct,1948
- iii) The Payment of Wages Act, 1936
- iv) The Workmen's Compensation Act,1923
- v) The Employees' Provident Funds and Misc. Provision Act,1952
- vi) The ESIC Act, 1948
- vii) The Payment of Bonus Act, 1965
- viii) The Payment of Gratuity Act, 1976
- ix) The GST Act
- x) The Income Tax Act

Other Statutory Directions as revised from time to time.

- 22. Agency/Contractor should supply reliable person after thoroughly checking their personal identity with police verification of each person employed. The credential of the employed contractual staff will be checked by ITI Ltd Bangalore authorities. One set of verified documents must be provided for record.
- 23. The appropriate payment of wages and other benefits like EPF, ESI etc., to the employees of the Agency/Contractor shall be the EXCLUSIVE RESPONSIBILITY OF THE AGENCY and persons so employed by the Agency/Contractor shall have NO CLAIM whatsoever on the ITI Limited.
- 24. The Agency/Contractor should issue proper Identity Cards to their employees, strictly instruct them to wear during working hours and make available for inspection at any time.



- 25. All personnel employed by the Agency/Contractor shall be medically fit during the course of employment at ITI Ltd., Bangalore.
- 26. The Agency/Contractor shall supply good quality 2 pairs of uniforms to their employees and strictly instruct to wear during working hours. Any employee found improperly dressed will be treated as absent and agency shall bind to provide immediate replacement in such cases.
- 27. ITI Limited will not accept any claim in the event of any of the Agency's/Contractor's employees sustaining any injury, damages or loss of a life of a person either inside or outside of the ITI Limited's premises.
- 28. The Contract Labour (Regulation & Abolition) Act, 1970 and Rules, 1971 there under and the Central/State Rules as modified from time to time are applicable to this Contract. The Agency/Contractor shall also indemnify Principal Employer from and against any claims under the aforesaid Acts and the Rules.
- 29. The Principal Employer shall have the right to check the implementation of Labour welfare laws and rules made thereafter.
- 30. All the workers employed by contractor shall be considered as employees of the contractor and they shall not make any claim in respect of employment and or other service benefits from the Principal Employer in any manner either outside the court or in the court of law. It is further provided that any kind of dispute arising between the contractor and the employees shall be entirely the dispute between them only. The Principal Employer shall not in any manner be a party to it. The contractor will take all necessary steps for redressal of such disputes and shall be solely responsible for the outcome.
- 31. The Contractor whose Bid is accepted shall obtain a valid Labour License under the Contract Labour (Regulation & Abolition) Act,1970 and the Contract Labour (Regulation & Abolition) 9 Central Rules, 1971 before the commencement of the work and continue to have a valid License until the completion of the contract.
- 32. In case, the workers engaged by the Agency/Contractor have any grievances, the same should be resolved by the Agency/Contractor without creating any disturbance in the ITI Limited. On expiry of the contract, the Agency/Contractor shall undertake the responsibility to leave the premises in peace with all the workers without creating any disturbances to the ITI Limited. The Agency/Contractor will be solely responsible if the employees misbehave or create problems to the ITI Limited; such employees may be removed from their duties immediately and the Agency/Contractor shall provide replacement.
- 33. The ITI Limited has a right to modify any conditions as and when required with the mutual understanding with the Agency/Contractor.
- 34. The Proprietor shall visit the ITI Limited at least twice in a month to ensure proper supervision and smooth functioning of the Agency.
- 35. The contractor shall not be allowed to sub-contract any part of the contract.
- 36. The conditional Bids shall not be accepted.
- 37. In case of any ambiguity/dispute in the interpretation of any of the clauses/terms and condition, AGM HR, ITI Ltd., Bangalore's interpretation of the clauses/terms and conditions shall be final and binding on all the parties. The jurisdiction of arbitration shall be Bangalore, Karnataka.
- 38. The Agency/Contractor should have a regular local office in the state of Karnataka. A duly certified copy of the valid proof should be attached with the Bid.
- 39. The Antecedents of ESM being employed should be ascertained by the Proprietor. The Police verification of all the employees should be done by the Proprietor. The Proprietors are directly responsible for the action of his employees wherever employed.
- 40. No dealing through the representatives on Power of Attorney are permitted. Similarly, no authorization for any purpose shall be accepted. Each page of the Bid/Tender Document should be signed by the Proprietor ONLY.



- 41. The Agency/Contractor will display a List of Employees deployed by the Security Agency/Contractor as Security Guards and a copy of the Latest DGR Wage Notification at an appropriate place at ITI LTD., BANGALORE giving out the details of the employees engaged through the Agency.
- 42. The Agreement between the Agency/Contractor shall not exceed a maximum of two years of duration.
- 43. The contract will be awarded to the L-1 Agency/Contractor subject to the fulfilment of the Technical criteria. As all the rates are prefixed as per the DGR Wage Notification, Bidding will be purely based on the "Service Charge" quoted by the Agency/Contractor. In the eventuality of all the DGR sponsored Agencies quoting the same rates, the award will be contracted to the senior most sponsored Agency, fulfilling all the eligibility criteria mentioned in Technical Bid.
- 44. The Proprietor will present himself in person for all dealings with the ITI Limited as and when directed. No dealing through the representatives even on power of Attorney any other letter or documents of authorization is permitted.
- 45. Use of Office Space: No space belonging to ITI shall be occupied by the contractor without written permission of ITI.

# 46. Force Majeure

The following shall amount to Force Majeure:

- a. Acts of God, act of any Government, War, Sabotage, Riots, Civil commotion, Police action, Revolution, flood, Fire, Cyclones, Earth quake and Epidemic, Sale of building by ITI and other similar causes over which the contractor has no control.
- b. If the contractor suffers delay in the due execution of the contractual obligation due to delays caused by force majeure as defined above, the agreed time of completion of the job covered by this contract or the obligations of the contractor shall be extended by a period of time equal to period of delay, provided that on the occurrence of any such contingency, the contractor immediately reports to ITI in writing the causes of delay and the contractor shall not be eligible for any compensation.

#### 47. Arbitration & Reconciliation:

- a. In case amicable settlement is not reached in the event of any dispute of difference arising out of the execution of the contract or the respective rights and liabilities of the parties or in relation to interpretation of any provision by the contractor in any manner touching upon the contract, such dispute or difference shall (except as to any matters, the decision of which is specifically provided for therein) be referred to the sole arbitration of the arbitrator appointed by ITI.
- b. The award of the Arbitrator shall be binding upon the parties to the dispute.
- c. Subject as aforesaid, the provisions of Arbitration and Reconciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause. The venue and seat of the arbitration shall be at Bengaluru and the language of the proceedings shall be in English. Subject to the above, the Courts at Bengaluru alone shall have the jurisdiction to deal any disputes between the Parties pertaining to the contract.
- d. The cost of arbitration shall be borne equally by both the parties.
- e. Work under the contract shall be continued during the arbitration proceedings.
- f. Failure to comply with any of the above conditions can result in termination of the contract, forfeiture of the security deposit, penalty as may be decided by ITI and future blacklisting of the contractor.
- g. In case of any arbitration between the two parties, the seat of the arbitration shall be Bengaluru, Karnataka.

Undertaking: I accept all the terms and conditions as mentioned above and should abide by them.

Date: F	ull Signature of the Proprietor with Seal of the Agency



# PART-E RATES/QUOTATION

- 1) The Agency/Contractor has to claim the GST as revised by the Government from time to time.
- 2) The Agency/Contractor shall not be entitled to any additional payment during the period of contract except revised special allowance/variable dearness allowance/basic pay etc. depending on the appropriate government orders from time to time, with the permission of the competent authority.
- 3) The successful Agency/Contractor has to enter in to an agreement (ANNEXURE-VIII) with the ITI Limited as per the detailed terms and conditions and to deposit a **Performance Bank Guarantee** (**PBG**) 5% of the Work Order/ Contract value, which shall bear no interest. The performance guarantee should be valid for a period of 26 months from date of award of contract. The Bank Guarantee will be released to the Agency/Contractor on written request within a period of **one months** after completion and fulfilling of all the liabilities of the contract.
- 4) The Agency/Contractor will not quote the wage rates below the rates as given in respective DGR Wage Notifications at any of the stages of selection procedure to the ITI Limited.
- 5) The Service charges once quoted shall remain the same during the tenure of the Agency/Contractor at ITI Ltd., Bangalore.
- 6) The Agency/Contractor can submit bills once in a month by 1st day of every month and payment will be done only by ECS/other modes of electronic fund transfer like NEFT, RTGS, IMPS etc. within thirty days after receipt of bill along with copy of ESI &EPF deposit list of previous month. TDS will be deducted as per prescribed rate every month. The Agency/Contractor should make payment to its workers on or before 7th day of every month. The Agency/Contractor should pass on all the benefits offered by the ITI Limited to the contractual staff and mandatorily make the payments to the staff through electronic bank transfer only and issue monthly pay slips separately. Documentary proof of their payments should be attached to the bills.
- 7) The criteria for short-listing of the Agency/Contractor will be exclusive of GST.
- 8) The Agency/Contractor shall conform to the provisions of various Central/State Act(s) and the Regulations on the subject as well as terms and conditions of the contract. The Agency/Contractor will be liable for the deduction of TDS @ 2% (current rate) on the total bill and TDS @2% on GST, as per the provision of the Income Tax Act or as applicable from time to time. Apart from this, the Agency/Contractor shall also pay GST on the gross bill, if applicable, at the rates as applicable from time to time. The Agency/Contractor will submit a copy of the receipt to the office of the Director ITI Limited.
- 9) All Bids must be sealed and super-scribed on the cover along with attested valid copies of their DGR Sponsorship Letter, DGR Empanelment Certificate, PSARA License, Labour License, Shop Act/Establishment Certificate, EPF, ESI, GST Registration Certificate, Professional Tax Enrolment Certificates, Non-Black Listing certificate, Agency & Proprietor PAN Card, Three years' latest IT Return/Clearance Certificate, Present Client List along with satisfactory experience certificate, profile of the Agency/Contractor and an Undertaking regarding acceptance of all the Terms and Conditions. The above said documents are mandatory failing which Agency/Contractor shall be treated as disqualified.
- 10) Offers made on conditions like "subject to execution" or "taxes as applicable" or such other vague conditions are likely to be ignored. Hence, specific mention of conditions in the Tender document must be ensured.
- 11) The Agency/Contractor shall abide by all the terms & conditions of ITI Limited. No other terms & conditions of the Agency/Contractor are binding on ITI Ltd., Bangalore.

Undertaking: I accept all the terms and conditions as mentioned above and should abide by them.

Date	Full Signature of the Proprietor with Seal of the Agency
	1 0 1



# PART-F SUBMISSION OF TENDER

The expression "Tender Notice" referred to in the Tender Document shall be deemed to include any Notice/ Letter inviting Tender with respect to the work forming the subject matter of the documents and vice-versa.

The Bids should be submitted in two separate sealed envelopes along with all concerned documents and super-scribing the following:

# 1. ENVELOPE-I (TECHNICAL BID):

Name of the work	Tender Enquiry for engagement of DGR Sponsored Security Agency at ITI Factory/Township/Corporate Office/EC Plant, Bangalore	
Tender Ref No.	ITI/BGP/Security/DGR/2025/001 <b>Date:</b> 12/08/2025.	
Due date	02/09/2025 UP TO 14:00 HRS	
Addressed to	AGM HR, ITI Limited, Bangalore Plant, Doorvaninagar, Bangalore – 560016	
From	Name & Address of the Tenderer	

## The Envelope-I (Technical Bid) should contain the following documents:-

- a) Copy of the duly attested ESM card and PPO of the Proprietor (by a Gazetted Govt./Group 'A' officer)
- b) Copy of the valid DGR Sponsorship Letter.
- c) Copy of the valid DGR Empanelment Certificate (with photograph and signature of Proprietor/Director)
- d) PSARA License for the state of Karnataka for operation of the security agency.
- e) Shop Act License/Establishment Certificate.
- f) Copy of valid Labour Contract License issued by the Competent Authority.
- g) Copy of PAN card (Agency & Proprietor).
- h) Copy of valid GST Registration Certificate.
- i) Copy of valid EPFO registration with code number.
- j) Copy of valid ESIC registration with code number.
- k) Copy of valid Professional Tax Enrolment Certificate.
- l) Copy of latest three years **Income Tax Return**/Clearance Certificate.
- m) Copy of **Work Orders/ Experience Certificate** from the clients regarding the similar services rendered as described in the qualifying criteria.
- n) Partnership Deed in case of partnership firm.
- o) Memorandum & Articles of Association in case of limited Company.
- p) An undertaking that the Agency/ Contractor has visited the campus and understood the scope/nature of work.
- q) A Clientele List with their Names, Address and Telephone Numbers where the Agency/Contractor is presently rendering its services/had rendered its services along with the Performance Certificate issued by such establishments.
- r) The Agency/Contractor should have a regular local office in the Bangalore, Karnataka. A duly certified copy of the valid proof should be attached with the Bid.
- s) Non-Black Listing Certificate.
- t) Profile of the Agency/Contractor.
- u) Undertaking regarding acceptance of all the terms and conditions of the tender document.
- v) In case of Limited Company, the authority to sign the tender is to be given under Board resolution.
- w) All Annexures are to be filled and submitted with the bids duly signed.
- x) The entire tender documents except the Financial Bid with each page duly signed and stamped by the Proprietor himself/herself.
- y) Others. (Please specify)



#### NOTE

- 1. All the photocopies of the documents enclosed with the Technical Bid in support of qualifying criteria should be signed by the **Proprietor himself/herself**. The tenders signed by any Authorized Person, on behalf of the Proprietor shall not be entertained.
- 2. The Technical Bid (Envelope I) should not contain any financial information related to rates of items etc. The Financial Bid must be submitted in a separate sealed envelope (i.e. Envelope-II).

# 2. ENVELOPE-II (FINANCIAL BID):

Name of the work	Tender Enquiry for engagement of DGR Sponsored Security Agency at ITI
	Factory/ Township/Corporate Office/EC Plant, Bangalore
Tender Ref No.	ITI/BGP/Security/DGR/2025/001
Due date	02/09/2025 UP TO 14:00 HRS
Addressed to	AGM HR, ITI Limited, Bangalore Plant, Doorvaninagar, Bangalore – 560016
From	Name & Address of the Tenderer

The Envelope-II shall contain the Financial Bid portion of the tender in prescribed format (ANNEXURE-IV). It is to be noted that Envelope-II shall contain **only PRICES and no conditions** i.e. deviations/assumptions/stipulations/clarifications/comments/any other request whatsoever. **Any conditional offer will be rejected.** 

Both the sealed envelope i.e. Envelope-I and Envelope-II shall be put in another third envelope and sealed properly super scribed with "Tender for Annual Contract for Providing Security Services at ITI Ltd., Bangalore.



# PART-G TENDER FORMS

# **QUALIFICATION & PHYSICAL STANDARDS**

1. Educational Qualification: For Supervisors- Minimum PUC Passed/Graduate will be preferred and he

must be retired from the rank of Subedar from armed forces/ Sub Inspector

from Para Military Forces.

For Guards- Minimum SSLC passed and he doesn't belong to tradesmen

category in armed forces.

2. Age limit: Up to 60 years for Supervisors and for guards up to 50 years.

3. Physical Standards: Height- Minimum 5'5" with good health and Physique

4. Languages: Should have knowledge of **Kannada**, **English and Hindi** 

- 5. The shift timings of the security personnel (s) should not be synchronized with our Factory shift timings.
- 6. The security supervisor / guards must have undergone one year basic training.
- 7. The Uniform provided to Security Guards should be "Khaki" in colour, and the discipline/turnout should be in par with the Industrial Security Staff.
- 8. The agency should abide by all statutory obligations before posting their personnel(s).
- 9. Any loss of property reported in the area entrusted to the Contract agency, shall be compensated to ITI by the agency.
- 10. For effective supervision and rendering high standards in Security standards, the agency should provide whatsoever equipment necessary to the security personnel (s).
- 11. The agency may have to make their own arrangements for food and transport.
- 12. Any other requirement of ITI that may arise from unforeseen circumstances shall be included in the contract agreement.
- 13. Liasoning with the concerned Police Station with regard to Security issues would be the duty of the security agency, lodging of Police complaint etc.
- 14. He should not be deserted from Force.

Full Signature of the Proprietor
Name of the Proprietor
Date
Seal of the Agency



# **ANNEXURE-1**

# **BIDDER'S INFORMATION**

SI. No.	Particulars	Remarks
1.	Name of the Tendering Company/Firm	
2.	Name of Proprietor/Partners/Directors	
3.	Address of Office/Offices located in Bangalore,	
	Karnataka with full particulars of Office including	
	Telephone No. & Email	
4.	Registration Details	
4(a)	EPFO Registration Number	
4(b)	ESIC Registration Number	
4(c)	PAN Number	
4(d)	GST Registration Number	
4(e)	DGR Empanelment Number with Validity	
	Whether latest <b>three</b> years' Income Tax Return	YES/NO
5.	has been enclosed.	
6.	Whether the copies of EPF, ESIC, PAN and GST	YES/NO
	Registration Certificates have been Enclosed	
7.	Whether the Statement of Experience in the similar	YES/NO
	field as per ANNEXURE-II has been enclosed	AMES (NA
8.	Whether the Undertaking as per Annexure-III has been enclosed.	YES/NO
9.	Whether valid copy of DGR Empanelment has been	YES/NO
9.	enclosed.	I E3/NO
10.	Whether the DGR Sponsorship Letter has been	YES/NO
20.	Enclosed	125/116
11.	Whether copy of PASARA License of Bangalore,	YES/NO
	Karnataka for operation of the security services	·
	has been enclosed.	
12.	Whether the Shop Act License has been Enclosed	YES/NO
13.	Whether all the documents as mentioned in Para -	YES/NO
	1(a)to(z)of the Part – E (Submission of Tender)	·
	have been enclosed	

Date	Full Signature of the Proprietor
	Name of the Proprietor
	Seal of the Agency



# **ANNEXURE-II**

# FORMAT FOR SUBMITTING THE DETAILS OF SIMILAR WORKS COMPLETED

(This should be printed on the Letter Head of the Agency/Contractor)

SI. No	Description of work	Postal address of client with contact	Contract Value (In₹)	Completed Value (In₹)	Starting Date	Completion Date	
NOTE:				l			
Please above.	enclose the copies of the	ne relevant Work	Orders/Exp	erience Certifica	tes for the de	etails furnished	
Date			Full	Signature of the	Proprietor		
			Name of the Proprietor				
			Co	omplete Address	J		
			Seal of the Agency				



# ANNEXURE-III

#### **UNDERTAKING**

# (This should be printed on the Letter Head of the Agency/Contractor)

I/we declare that I/we had/have not been a defaulter to any Govt. organization/PSU since last three years from the date of issue of this tender No. ITI/BGP/Security/DGR/2025/001

- 1. Due to non-compliance of orders or otherwise.
- 2. The information/documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I/we, am/are well aware of the fact that furnishing of any false information/fabricated documents would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.
- 3. I/we have apprised myself/ourselves fully about the job to be done during the tenure of period of agreement and also acknowledge bearing the consequences of non-performance or deficiencies in services on my/our part.
- 4. I/we have gone through the Terms and Conditions of the tender documents and the same are acceptable to us/me. I/we know that the Liveries/Uniforms of good quality are to be provided by us/me at our/my cost to all the staff engaged in this contract. I have given the price bid/quotation after visiting/confirming the nature of work ITI Factory/ Township/Corporate Office Bengaluru.

Full Signature of the Proprietor		
Name of the Proprietor		
Complete Address		
Date		
Saal of the Agency		



# ANNEXURE-IV

# **FINANCIAL BID**

**Name of work:** Tender Enquiry for engagement of DGR Sponsored Security Agency at ITI Factory/Township/Corporate Office Bengaluru.

UWII	snip/Corporate office bengaluru.			
	Description	Security Guards without arms (Skilled)	Security Guard with arms (Highly skilled)	Supervisor (Highly skilled)
1	2	3	4	5
Α	Basic Wage(BW) plus Variable Dearness Allowance (VDA)			
В	Employees State Insurance (ESI) /Medical Allowance. Employees Compensation Act shall be applicable, in areas/ to personnel, not covered under ESI Act.			
С	Employees Provident Fund (EPF) (12% of Basic plus VDA) –Wage celling Rs. 15,000/-			
D	Employees Deposit linked Insurance (EDLI) - 0.5% of BW plus VDA			
Е	Administrative Charges(EPF & EDLI) 0.5% of BW plus VDA - 0.5% of Basic plus VDA			
F	House Rent Allowance (HRA) - 24% of BW plus VDA or Rs 5400 (Whichever is higher)			
G	ESI/ Medical Allowance on HRA - 3.25% of HRA			
Н	Annual Bonus - 8.33% per month (BW plus VDA)			
I	Uniform Outfit Allowance - @5% of BW plus VDA			
J	Uniform Washing Allowance - @3% of BW plus VDA			
K	Sub Total of (Sum of A to J)			
L	Reliever Charges - 1/6th of serial (K)			
M	Cost per day per Head - Sum of K & L			
N	Required Manpower (in Numbers)	67	20	8
0	Total Cost Per Day (M*N)			
P	, ,	%	%	%
P1	Service Charges (@(of serial 0)	=03*P3	=04*P4	=05*P5
Q	Sum Total (0 + P1)			
R	GST -@18% (Q*18%)			
S	Total Man Days in Month	26	26	26
Т	Cost per Month (Including GST) - (Q+R)*S			
U	Total Cost per Year (T * 12)	T3*12	T4*12	T5*12
V	Net Total Cost per Year (U3 + U4 + U5)			
	Net Total Cost for 2 Years (V x 2)			
		1		

# **NOTE:-**

- Rate of allowances will be payable as admissible by law and as per DGR guidelines from time to time.
- Percentage of allowances mentioned above:-This is to be read with latest rules/acts/regulations & policies promulgated by Government.
- Service charges shall be competitive / reasonable and shall not be abnormally low or high. The Service charges shall be filled up in percentage and amount both. Payment shall be made to the agency on the basis of rates in price bid quoted by the firm. The tender with service charges less than the TDS value shall not be entertained and consider for further bidding process. Tenders with service charges beyond the limits of DGR guidelines shall not be considered. ② Bonus is mandatory as per payment of Bonus Act, 1965 (as amended).
- The rate quoted for service tax /other mandatory tax shall be filled up as applicable as per rule.
- If there is a difference of amount in words and numerical numbers, the lesser one will be considered.



# **ANNEXURE-V**

#### **COVERING LETTER**

Reference No:		Date:
From: [Insert name and address of Bidding Company]		
Tel#:		
Fax#:		
Email address#		
To,		
The AGM HR, ITI Limited, Bangalore Plant, Doorvaninagar, Bangalore 560016		
Sub: Response to Notice Inviting	dated	for Engagement of
DGR sponsorship Security Agency at ITI Factory/ To Dear Sir,  I/We, the undersigned [insert name of the Bidder] having notice hereby submit response to tender document. I/We coresponse. I/We are submitting the Bid at ITI Limited, Banga	g read, examined, and onfirm I/we have not s	understood in detail the

- 1. I/We give our unconditional acceptance to the Notice Inviting Tender dated.....issued by ITI Limited, Bangalore and the same have been initiated by us and enclosed with the Bid.
- 2. I/We have enclosed Bid Security Declaration
- 3. I/We have submitted our Bid strictly as per formats for Bid submission of this Bid document, without any deviation, condition and without mentioning any assumptions or notes in the said formats.
- 4. We are hereby submitting our Proposal, which includes Compliance to Eligibility Criteria, Technical bid and Financial/Commercial Bid.
- 5. I/We hereby unconditionally agree and accept that the decision made by ITI Limited, Bangalore in respect of any matter regarding or arising out of the Notice Inviting Bid shall be binding on me/us. I/We hereby expressly waive and withdraw any and all claims in respect of this process.
- 6. I/We are enclosing herewith our response to the tender document with formats duly signed as desired in the tender document for your consideration.
- 7. It is confirmed that our response to the tender document is consistent with all the requirements of submission as stated in the tender document and subsequent communications from ITI Limited, Bangalore.
- 8. The information submitted in our response to the tender document is correct to the best of our knowledge and understanding. I/We would be solely responsible for any errors or omissions in our response to the tender document.
- 9. I/We hereby declare that our company has not been debarred/ black listed by any Central/State Govt. Ministry or Department/Public Sector Company/ Government autonomous body.



Yours faithfully,

Thanking you,



# **ANNEXURE-VI**

# **DECLARATION THAT THE COMPANY HAS NOT BEEN BLACKLISTED IN LAST 3 YEARS**

(To be submitted on the Letter Head of the responding Security Agency)

To,	
The AGM HR, ITI Limited, Bangalore Plant, Doorvaninagar, Bangalore - 16	
Ref: No:	dated
Sub: Self Declaration of not been blacklisted in response Agency at ITI Factory/ Township/Corporate Offi	•
Dear Sir,	
We confirm that our company, M/s. is not blacklisted in a and/or Central Government in India in last three year indulgence in corrupt practice, fraudulent practice, coerc practice.	s on any ground including but not limited to
Further it is confirmed that there is no legal in capacity th or Agreement or to undertake the specified Scope of Wo	
Place: Date:	
	Bidder's Company Seal:
	Authorized Signatory's Signature:
	Authorized Signatory's Name and Designation:



# **ANNEXURE-VII**

Date:\_\_\_\_\_

# **BID SECURING DECLARATION**

(To be given by Bidders in Company letter head by Authorized Signatory)

Notice Inviting Tender No.:
To The AGM HR, ITI Limited, Bangalore Plant, Doorvaninagar, Bangalore - 16
We, the undersigned, declare that:
We hereby agree that, our firm will be disqualified from bidding in any contract with ITI Limited, Bangalore, for a period of One Year starting from the date that we receive a notification from ITI Limited, under the bid conditions, which are as follows:
Have withdrawn/modified/amended, impairs, or derogates from the tender conditions during the period of bid validity specified in the tender document; or
Having been notified of the acceptance of our Bid by ITI Limited, Bangalore, during the period of bid validity,
Fail or refuse to execute the Contract Form, if required,
Fail or refuse to furnish the performance security, in accordance with the tender terms and Conditions mentioned in the tender document, have breached a provision of the Code of Integrity specified in the tender document;
We understand this Bid-Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of our receipt of your notification to us of the name of the successful Bidder; or thirty days after the expiration of our Bid.
Signature: [insert signature of person whose name and capacity are shown]
In the capacity of: [insert legal capacity of person signing the Bid-Securing Declaration] Name:
Insert complete name of person signing the Bid-Securing Declaration] Duly authorized to sign the bid for and on behalf of:
[Insert complete name of Bidder] Dated on day of [insert date of signing] Corporate Seal



# **ANNEXURE-VIII**

# **PERFORMANCE BANK GUARANTEE**

(On Rs 200/- non-judicial stamp paper)

1.	As agreed under the relevant terms and conditions of Letter of Intent / Purchase Order Ref
	to furnish a Security Deposit against supply performances by way of an irrevocable Bank Guarantee for Rs(Rupeesonly). We
2.	We
3.	The Bank further agrees that the Purchaser shall be the sole judge as to whether the said supplier has committed any breach or breaches of any of the terms and conditions of the contract and the extent of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Purchaser on account thereof, and the decision of the Purchaser that the said Supplier has committed such breach or breaches and as to the amount or amounts of loss, damage costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Purchaser from time to time shall be conclusive, final and binding on the Bank.
4.	We undertake to pay to the Purchaser, any money so demanded notwithstanding any dispute or disputes raised by the Supplier in any suit or proceedings pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.
5.	It shall not be necessary for the Purchaser to proceed against the Supplier before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank not withstanding any security, which the Purchaser may have obtained or obtains from the Supplier.
6.	We



7.	This Guarantee will not be discharged due to the change in the constitution of the Bank or the Supplier.
8.	We[Indicate the name of Bank] undertake not to revoke this Guarantee during its currency except with the previous written consent of the Purchaser, in writing.
9.	Notwithstanding anything contained in the foregoing clauses, our liability under this guarantee is restricted to Rs(Amount in words also) and our guarantee shall remain in force until(expiry of warranty period). Unless a demand is made against us to enforce a claim under this guarantee within three months from the date, all your rights under this guarantee shall be forfeited and we shall be relieved and discharged from all liability hereunder.
Fo	or[Indicate the name of Bank]
DA'	ГЕ:
PI.A	ACE:



# ANNEXURE-IX

# PRE-CONTRACT INTEGRITY PACT

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:	PURCHASE ENQUIRY/ORDER No
ITI Limited having its Registered & Corporate Office at ITI Bhavan, Dooravaninagar, Bengaluru – 560016 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:	THIS Integrity Pact is made on day of 2025
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:	BETWEEN:
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	ITI Limited having its Registered & Corporate Office at ITI Bhavan, Dooravaninagar, Bengaluru – 560016 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
(hereinafter called the Contractor(s), which term shall unless excluded by or is repugnant to the contex be deemed to include its heirs, representatives, successors and assigns of the bidder/contract ON THE	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 supply of Medicines 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 WITHNESSETH 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

- 3.1 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.
- 3.2 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.
- 3.3 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.
- 3.4 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.
- 3.5 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.
- 3.6 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.
- 3.7 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 sub-contractor/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: -
  - Shri Atul Jindall, IFS (Retd.)
     3/10 Vishesh Khand Opp. Little Fiend School Gomti Nagar, Lucknow-226010(UP)
  - 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)
	N.Senthil Kumar
Name & Designation)	VP-Retail Operations
Witness	Witness
1)	1)
2)	2)



# **ANNEXURE - X**

# **NON DISCLOSURE AGREEMENT**

This Non	-disclosure	Agreen	nent (the "Agreem	ent") is entered	into	between	n <mark>A</mark> (	<mark>GM-HR</mark> ,	ITI
Limited,	Bangalore	Plant,	Dooravaninagar,	Bangalore - 56	60016	("Discl	osing	Party")	and
		_		 (Receiving	Party'	') for	the	purpose	of
preventi	ng the unau	thorize	d disclosure of co	\	,	,			

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 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 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 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 Disclosing Party, use for 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 Disclosing Party, any Confidential Information. Receiving Party shall return to Disclosing Party any and all records, Tenders and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if Disclosing Party requests it in writing.
- 4. Time Periods. The nondisclosure 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 so as best to effect 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



# ANNEXURE - XI

# **CONTRACT AGREEMENT FORMAT**

(To be executed on Non-judicial Stamp Paper of Rs.700/- (200+500)

the (he	Companies Ac ereinafter referi	t, 1956, having its Office at ITI Lt	d, nall unless repu	I Limited, a Company incorporated under		
IIICI	iddes its succes	<b>9</b> ,	AND			
(he	ereinafter refer		D PART which	expression shall unless repugnant to the fthe SECOND PART.		
ANI A.	referred to as	_		(Name of work)hereinafter lant Dooravanainagar Bengaluru-560016		
B.	extensive exp	The Contractor has represented that the Contractor is sufficiently equipped to carry out and possesses extensive experience in the field of (Name of work) in accordance with the terms and conditions prescribed in this regard;				
	for(Na ITI relying up and condition read with the	ame of Work), the Contractor on the representation of the Contra as specified in the Letter of Intent N	or submitted hi actor has accept o./Award Lette the terms and	dated issued by ITI s/their offer dated and whereas ted the offer of the Contractor on the terms er/Work Order No dated conditions laid down in the NIT issued/		
C.	The tender documents including the notice letter, inviting tender, instruction to bidder, General Conditions of Contract, Special Conditions of Contract, corrigendum/addendum if any, Bill of Quantities (BOQ)/Price schedules, General obligation, Specifications, Time schedule of completion of jobs, Acceptance of Letter of Intent/Award letter/Work order and any statement of agreed variations, if any, shall be read as "Mutatis Mutandis" form part of this Contract though separately set out herein and are included in the expression " the Contract" wherever herein used.					
D.	Nature of Contract  The Agency shall provide: Security Guards- As per requirement both for Township & Factory Security Supervisors-05 (Factory (EC plant)-01, Township-03, Corporate office - 1) The requirement for Colony Security at ITI Township 'A' & 'B' Areas Dooravaninagar, Bengaluru-560 016. On a working schedule of 8 Hours a day and on 7 days a Week basis (including weekly off/ relieving duty) (round the clock) with following Shift timings:					
	a.	Shift 06:00 hrs to 14:00 hrs	-	1 <sup>st</sup> shift		
	b.	Shift 14:00 hrs to 22:00hrs	-	2 <sup>nd</sup> shift		
	C.	Shift 22:00 hrs to 06:00hrs	_	3 <sup>rd</sup> shift		

d. Any other shift timings, if any would be intimated by ITI.

their respective shifts.

e. The Security personnel(s) shall be reported **30 Minutes** prior to the commencement of



# E. The Period of Contract:

- a) The contract shall be valid for the period of TWO years (24 Months) with effect from......
- b) The Contract will be initially for a period of **TWO years** with a provision of one-year extension subject to evaluation of the performance of service provider/Contractor by ITI before end of second year contract. In the event of extension of contract for the third year the service charges shall be the same as that quoted by the bidder for the first two years and all other terms and conditions will remain unchanged. The performance of the service provider/Contractor will be evaluated every year on a continuous basis and the extension /renewal of contract will be based on performance evaluated by ITI.
- c) ITI reserves the right to terminate the contract without assigning any reasons whatsoever giving one month notice to the contractor. Similarly the contractor will also have to give three month notice in case contractor wants to discontinue the contract.

# F. The Scope of Work:

The security post as per the PART - C- (SCHEDULE OF RESPONSIBILITIES) is part of this agreement and to carry out the patrolling and all other duties of securities as per the instructions of the Head of Security, ITI Ltd or any of his deputies.

G. The payment of wages will be as per the Central Government Minimum Wages Act, the current rate of wages and other related payments is noticed for the purpose from time to time as follows.

As per DGR / Minimum wage structure in Indian Rupees

SL.	Details of Wages	Security guards	Security guards	Supervisors
NO	Details of Wages	without arms (skilled)	with arms (Highly skilled)	(Highly Skilled)
01	Basic wages plus VDA			
02	EPF - 12%			
03	Employees Deposit linked Insurance (EDLI) - 0.5%			
04	Administrative Charges (EPF & EDLI) - 0.5%			
05	HRA - 24%			
06	Uniform Allowance -5%			
07	Uniform Washing Allowance -3%			
08	Service Charges			
09	Any other charges			
10	GST			
	TOTAL			



#### NOW THEREFORE, THIS AGREEMENT WITNESS AS FOLLOWS:

- 1. This Agreement shall come into force with effect from ...... and shall remain in force till ......
- 2. That the Contractor shall carry out/ execute the work of (...name of work...) more particularly described in the Tender specifications of Tender No. ITI/BGP/Security/DGR/2025/001 Date \_-08-2025, read with scope of work, general terms and conditions as per the tender, various declarations submitted as part of bid by the Contractor which form a part of the Contract.
- **3.** The contractor has furnished to ITI Security Deposit equivalent to **5%** of the Work Order/ Contract value in the form of Demand Draft/Pay Order/Bank Guarantee, towards satisfactory performance and completion of the Contract.
- **4.** That in consideration of payments to be made to the Contractor by ITI in accordance with LOI /Work order/PO dated ....... given by ITI prior to this agreement, the Contractor hereby covenants and undertakes with ITI that the contractor shall execute and carry out the work in conformity, in all respects with the terms and conditions specified in this Agreement and the documents submitted by him, governing the same.
- 5. That the Contractor shall be deemed to have carefully examined the workload specified in the tender document, this Agreement and the documents submitted/governing the same and also to have satisfied himself as to the nature and character of work to be executed buy him.
- **6.** That the Contractor shall carry out the services of the said work to the complete satisfaction of the officer nominated by ITI for this purpose.
- **7.** That ITI shall be entitled to deduct from the Contractor's running bills or otherwise income tax or such other taxes as provided in the Income Tax or law of land.
- **8.** That it is hereby agreed by and between the parties that non-exercise, forbearance or omission of any of the powers conferred on ITI and/ or any of its authorities will not in any manner constitute waiver of the conditions hereto contained in these presents and the liability of the Contractor with respect to compensation payable to ITI or Contractor's obligations shall remain unaffected.
- **9.** The Contractor shall duly comply in all respects, with the provisions of all statues, rules and regulations applicable to it and/or its employees including but not limited to the Minimum Wages Act, Employees Provident Fund and Miscellaneous Provisions Act, Employees State Insurance Act, Payment of Bonus Act, Contract Labour (Regulation & Abolition) Act or other statutory rules, regulations, bye-laws as applicable or which become applicable in future.
- **10.** That the payments made to the Contractor's employees or otherwise, under statutory obligations, on behalf of the Contractor, shall be liable to be adjusted /recoverable from the payments accrued to the Contractor.
- **11.** That all documents signed/submitted/agreed upon by the Contractor specified in the scope of work, ITB, special/general terms and conditions as per the tender, various declarations submitted as part of the bid, will form part of this Contract.
- **12.** That the Contractor shall pay to the workers deployed by him at ITI as proposed in the offer referred above and in compliance with prevailing minimum wages as declared by Govt. of Karnataka time to time.
- **13.** The Contractor shall at all times be solely responsible and/or liable to issue and maintain adequate insurance for the life and safety of its employees and shall ensure that the said insurance policies do not lapse.



- **14.** The Contractor shall indemnify and keep indemnified ITI against all claims, demands, suits and proceedings whatsoever that may be brought or made against ITI by or behalf of any person, body, authority, whomsoever and all penalties, levies, taxes, losses, damages, costs, charges and expenses and all other liabilities of whatever nature which ITI may now hereafter be liable to pay or sustain by virtue of or as a result of the performance or non-performance by the Contractor of any of the terms and conditions of this Agreement or applicable laws.
- **15.** The Contract hereby agrees that it shall not assign or transfer or sub-contract this Agreement or part thereof to any third party under any circumstances.
- **16.** Notwithstanding anything contained herein above, ITI shall have the right to terminate this Agreement at any time during its currency by giving one months' notice to the Contractor without assigning any reason and ITI shall be entitled to recover any money becoming due under this Agreement from the Contractor.
- 17. Any dispute or difference of any nature whatsoever regarding any right, liability, act, omission of either of parties hereto arising out of or in relation to this agreement or any matter incidental thereto shall be referred to the arbitration of a single arbitration as per the provisions of the Arbitration & Conciliation Act, 1996. The Arbitrator shall be appointed by the CMD of ITI and the parties shall bear the costs of such arbitration in equal shares. Such arbitration shall be held at Bengaluru and the courts at Bengaluru alone shall have the jurisdiction to deal with the arbitration proceedings and the awards in accordance with law.

In witness hereof, the parties hereto have respectively set their signatures in the presence of:

Signed by:	Signed by:
For and on behalf of the Contractor or by an authorized person or holding a valid Power of Attorney in the presence of	For and on behalf of ITI Ltd. in the presence of
Witness:	Witness:



# **ANNEXURE - XII**

# **LIST OF DGR SPONSORED AGENCIES**

2830- Managing Director,
 Maharashtra Ex- Servicemen Corporation Ltd
 Raigad, Second Floor, Opp National War Memorial,
 Ghorpadi, Pune Maharashtra
 E-mail- contact@mescoltd.co.in
 Telephone- 020- 71002619 Mobile - 9420697802

2827- Managing Director
 Uttarakhand Purv Sainik Kalyan Nigam Ltd.
 Andaman Road, Garhi Cantt Dehradun – 248003
 E-mail — agreement@upnil.co.in
 Telephone — 0135- 2750913, Mobile -6396919695, 9485191377

2829- Managing Director
Punjab Ex- Servicemen Corporation SCO 89-90,
Sector 34-A, Chandigarh-160022
E-mail — pesco34chd@yahoo.com
Telephone — 0172- 2660630 Mobile -6239500824

2840- Managing Director
Rajasthan Ex- Servicemen Corporation Ltd (REXCO)
P8-Sanjhi Chhat, Sector- 2, Vidyadhar Nagar,
Jaipur Rajasthan — 302005
E-mail — tendermanagerrexco@ ajasthan.gov.in
Telephone — 0141- 2232956 Mobile — 8619175245