



Ref: ITI/BGP/HR/AM/831/002/25

Date: 17.03.2025

**“MAPPING AND PREPARATION OF COMPREHENSIVE LAND RECORDS
COMPRISING SURVEY NUMBER-WISE LAND UTILIZATION STATEMENTS
FOR THE ENTIRE CAMPUS TO GET E-KHATA FROM BBMP FOR
ITI LIMITED, BANGALORE-560016”**



ITI LIMITED

(A Government of India Undertaking)
ITI Limited, Bangalore Plant
Dooravaninagar, Bengaluru -
560016 Karnataka, India
Website: www.itiltd.in

This document contains __ Pages



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	ITI LIMITED	Phone No's:	080-28503667 Ext. 8211
ITI LIMITED, BANGALORE PLANT DOORAVANINAGAR BENGALURU -560016 KARNATAKA, INDIA			
TENDER			
		Tender REF:	ITI/BGP/HR/AM/831/002/25
		Tender Date:	17/03/2025
SI NO	ITEM DESCRIPTION		
1)	“Mapping and preparation of comprehensive land records comprising survey number wise land utilization statements for the entire campus to get e-Khata from BBMP for ITI Limited, Bangalore-560016”		
Note:	1. Applications are to be submitted strictly as per details furnished in this tender. 2. Bidders have to submit EMD on or before the due date		
Tender Publishing Date		17.03.2025	
Last date of seeking Clarification by the bidder		04.04.2025	
Tender Due Date And Time		07.04.2025	14:00 Hrs.
Tender Opening Date And Time		07.04.2025	14:30 Hrs.
Enclosures: 1) Annexure I – Details Of Assets (Land And Buildings) of ITI Limited at Bangalore 2) Annexure II – Financial Bid 3) Annexure III- Pre Contract Integrity Pact 4) Annexure IV – Non-Disclosure Agreement 5) Annexure V – Performa Performance Bank Guarantee		For ITI Limited Manager- IMM Phone: +91- 9934363057(M) Email: imm_bgp@itilttd.co.in	



Mapping and preparation of comprehensive land records comprising survey number wise land utilization statements for entire campus to get e-Khata from BBMP for ITI Limited, Bangalore-560016”

1. INTRODUCTION:

ITI Limited (hereafter referred to as ‘ITI’) possesses land and buildings (both freehold and leasehold) spread across the country in almost all the areas of its manufacturing facilities located at Bangalore, Mankapur (U.P.), Naini (U.P.), Rae Bareli (U.P.), J&K and Palakkad (Kerala), and its MSP’s/Regional offices.

ITI holds considerable amount of Land and buildings (both Core and Non-core assets) at prime locations of Bangalore i.e., at K R Puram, Electronic City and Magrath road which were purchased/acquired through various sale deeds.

The Company intends to call the consultancy firms to submit the financial bids for selection for Mapping and preparation of comprehensive land records comprising survey number wise land utilization statements for entire campus to get e-Khata from BBMP for ITI Limited, Bangalore-560016.

2. SCOPE OF THE WORK:

The bidder should carry out all the activities to provide e-Khata for all the properties indicated above.

The following work needs to be carried out by the appointed Consultancy firm for Mapping and preparation of comprehensive land records comprising survey number-wise land utilization statements for the entire campus to get e-Khata from BBMP for ITI Limited, Bangalore-560016 (the details of assets are placed at Annexure-I).

The scope of work would include, but not be limited to:

(I) MAPPING AND PROPERTY SURVEY:

1. Mapping all the buildings floor-wise, open areas, roads, footpaths, and water bodies within the project area using LiDAR / 3D Laser Scanners. Ground control points are to be established using DGPS (Differential Global Positioning Systems) and preparation of basic land utilization statements/GIS mapping of the entire property 435 acres (Approximate)
2. Verify and document property dimensions, boundaries, and areas based on ground conditions.
3. Categorize properties into:
 - i. Land with buildings
 - ii. Vacant land
 - iii. Disputed properties
4. Prepare survey drawings compliant with BBMP standards/requirements..
5. Address and resolve discrepancies between on-ground conditions and existing records.

(II) DOCUMENT COLLECTION AND VERIFICATION

1. Assist ITI Ltd. in gathering/collecting revenue records from concerned government departments, referencing the revenue boundaries on the ground, and preparation of survey number-wise land utilization statements i.e.:
 - i. RTCs
 - ii. Tax receipts
 - iii. Sale deeds
 - iv. Approved building plans
 - v. Encumbrance certificates (ECs)
 - vi. Occupancy certificates (if applicable) etc.
2. Identify gaps in documentation and ensure compliance with BBMP requirements.
3. Compilation of legal revenue records required for obtaining e-khatha.

(III) LIAISON WITH BBMP

1. Submit applications for e-Khata registration or transfer on behalf of ITI Ltd.
2. Coordinate with BBMP officials for inspections, document verification, and approvals.
3. Monitor the progress of applications and provide regular updates to ITI Ltd.
4. Liaison with municipal authorities, registration department and revenue/land records department to obtain required documents

(IV) E-KHATA PROCUREMENT

1. Ensure successful issuance of e-Khata certificates for all properties.
2. Deliver soft and hard copies of the e-Khata certificates to ITI Ltd.

3. ELIGIBILITY CRITERIA:

The following eligibility criteria shall be met by the bidder who intends to participate in this bid:-

- 3.1 Should have an office in Bangalore, If not, successful bidder must open an office in Bangalore with-in the 30 days of awarding of contract.
- 3.2 Should have worked as BBMP and ELCITA Empaneled Company on projects of Land Utilization Statements Preparation and Court directed surveys.
- 3.3 Should have worked on preparation of land utilization statements for at least one single campus with area more than **200 Acres** in the last seven years using LiDAR Scanners and DGPS for BBMP or any Central Govt department within BBMP Jurisdiction.
- 3.4 Should have worked on preparation of land utilization statements minimum 3 projects for BBMP/ELCITA with each projects for a value of not less than Rs. 20 Lakhs in the past 7 years.

4. WORK COMPLETION SCHEDULE:

- 4.1 Three months for physical mapping of the entire project area.
- 4.2 One month for compilation of records for preparation of e-Khata

NOTE:

- a) If the works/services are delayed by cause(s) which, in the absolute discretion of the ITI, is beyond the Consultant's control, then upon the happening of any such event causing delay, the Consultant shall immediately give notice thereof, in writing to the authorized representative of ITI. The Consultant may also, if practicable, indicate in such a request the period for which extension is desired.

- b) In such case the ITI may give a fair and reasonable extension of time and reschedule the milestones for completion of work. Non-application by the Consultant for extension of time shall not be a bar for giving any fair and reasonable extension and this shall be binding on the Consultant.
- c) The time allowed for execution of the works as specified above or the extended time in accordance with these conditions shall be the essence of the contract.

5. SPECIAL TERMS & CONDITIONS

Amendment of Bid Documents: ITI may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify bid documents by amendments prior to the date of submission of Bids with due notification to prospective bidders. The amendments shall be notified in writing and these amendments will be binding on the bidders. In order to afford prospective bidders a reasonable time to take the amendment into account in preparing their bids, ITI may, at its discretion, extend the deadline for the submission of bids suitably. All prospective Bidders who have been short listed shall be intimated of the amendment in writing by e-mail but ITI Limited will 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.

6. EVALUATION OF BIDS:

- a) ITI shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether the required documents have been properly signed and whether the bids are generally in order.
- b) The bidder is required to quote a lump sum fee inclusive in INR (Annexure-II) and the fee quoted in lump sum amount (excluding GST) quoted by bidders shall be evaluated and the lowest bidder will be appointed as the Consultancy firm for carrying out the work as per the scope of work defined at Tender clause -2.
- c) If the Lowest Bid(s) are identical, then the Consultancy firm who has highest Turnover as cumulative professional fees during the last Five Financial Years ending **31.03.2024**, will be considered for appointment as the Consultancy firm.
- d) ITI reserves the right to reject all or any of the Bids submitted in response to the RFP at any stage without assigning any reasons whatsoever.

6.1 Payment Terms for the selected bidder

- a) The Consultancy fee shall be inclusive of all expenditure like conveyance, incidentals, out-of-pocket expenses, payment to sub-consultants etc. and all taxes and duties and nothing extra shall be payable, except GST. It shall also be inclusive of all costs related to visits to the site, attending meetings, conferences and making suitable presentations etc. The Consultant shall not claim any additional fee or cost in any form from ITI. No such further claims shall be entertained by ITI in respect of any additional fee or costs incurred by the Consultant.
- b) Bidders are liable to pay taxes applicable as per law.
- c) 60% payment to be released on completion of mapping of the campus and submission of maps of the entire campus.



- d) 20% on compilation of revenue records and overlay of survey number boundaries and submission of survey number wise land utilization statements and maps.
- e) 20% on completion of e-Khata for litigation free properties.

6.2 Bid Security/EMD:

Bidders are required to submit EMD. The Earnest Money Deposit (EMD) of **Rs. 1, 50,000/-** to be submitted in favour of ITI Ltd. by way of RTGS, details of Mandate for transfer of payment through RTGS are as follows:

- a) Bank Name: State Bank of India
- b) Branch Name: Dooravaninagar Branch
- c) Account No: 36429021133
- d) IFSC Code: SBIN0001438

6.3 Performance Security

Successful Transactional Bidder selected against the respective Price Bid shall submit the Performance Guarantee (PBG) at the rate of **5 % on PO value** within 10 days of issue of PO/LOA.

Format of PBG is attached in Annexure- V for reference.

6.4 Conflict of Interest:

The bidder/ consultant shall avoid any conflict of interest while discharging contractual obligations and bring, before-hand, any possible instance of conflict of interest to the knowledge of the ITI while rendering any advice or service. The consultant must act, at all times, in the interest of the ITI and render any advice / service with professional integrity. [Violation of this may result into termination of the agreement and legal proceedings maybe initiated against bidder/consultant at the costs of bidder/consultant.](#)

6.5 Award of Contract: The L1 bidder shall be considered for awarding of the contract.

7. GENERAL TERMS & CONDITIONS

7.1 E-tendering Instructions to Bidders:

Submission of Bids shall be only through online process which is mandatory for this Tender.

7.1.1 Broad outlines of the activities from Bidders prospective:

- a) Procure a Digital Signing Certificate (DSC)
- b) Register on Electronic Tendering System® (ETS)
- c) Create Users and assign roles on ETS
- d) View Notice Inviting Tender (NIT) on ETS
- e) Download Official Copy of Tender Documents from ETS
- f) Clarification to Tender Documents on ETS
 - i. Query to ITI LTD (Optional)
 - ii. View response to queries posted by ITI LTD, as an addendum/ corrigendum.
- g) Bid Submission on ETS
- h) View Post-TOE Clarification posted by ITI LTD on ETS (Optional) Respond to ITI LTD's Post-TOE queries.



For participating in this tender online, the following instructions need to be read carefully.

These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.

Note:

- 1 It is advised that all the documents to be submitted are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission. BOQ (Excel Format) may be downloaded and rates may be filled appropriately. This file may also be saved in a secret folder on your computer.
- 2 While uploading the documents, it should be ensured that the file name should be the name of the document itself.

7.1.2 Digital Certificates:

For integrity of data and its authenticity/ non-repudiation of electronic records, and be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC) also referred to as Digital Signature Certificate (DSC) of Class 3 or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

7.1.3 Registration in e-procurement portal:

Bidder has to register first in <https://itilimited.ewizard.in> and then Tender document can be downloaded from the web site:

7.1.4 ITI LIMITED has decided to use process of e-tendering for inviting this tender and thus the physical copy of the tender would not be accepted.

7.1.5 Special Note on Security of Bids:

Security related functionality has been rigorously implemented in ETS in a multi-dimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in Electronic Tender's software.

Specifically, for Bid Submission, some security related aspects are outlined below:

As part of the Electronic Encrypt functionality, the contents of both the 'Electronic Forms' and the 'Main-Bid' are securely encrypted using a Pass-phrase created by the server itself. The Pass phrase is more difficult to break. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a Buyer organization for bid- encryption. Bid-encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender opening officers of the Buyer organization and the personnel of e- tendering service provider.

7.1.6 Public Online Tender Opening Event (TOE):

ETS offers a unique facility for 'Public Online Tender Opening Event (TOE)'. Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. For this purpose, representatives of bidders (i.e. Supplier organization) duly authorized are requested to carry a Laptop and Wireless Connectivity to Internet.



Every legal requirement for a transparent and secure 'Public Online Tender Opening Event (TOE)' has been implemented on ETS.

As soon as a Bid is decrypted with the corresponding 'Pass-Phrase' as submitted online by the bidder himself (during the TOE itself), salient points of the Bids are simultaneously made available for downloading by all participating bidders. The work of taking notes during a manual 'Tender Opening Event' is therefore replaced with this superior and convenient form of 'Public Online Tender Opening Event (TOE)'.

ETS has a unique facility of 'Online Comparison Chart' which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Tender. The information in the Comparison Chart is based on the data submitted by the Bidders in electronic forms. A detailed Technical and/ or Financial Comparison Chart enhance Transparency. Detailed instructions are given on relevant screens.

ETS has a unique facility of a detailed report titled 'Minutes of Online Tender Opening Event (TOE)' covering all important activities of 'Online Tender Opening Event (TOE)'. This is available to all participating bidders for 'Viewing/ Downloading'.

7.1.7 Other Instructions:

For further instructions, the vendor should visit the home page of the portal <https://itilimited.ewizard.in>

Important Note:

It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of ETS.

The following 'FOUR KEY INSTRUCTIONS for BIDDERS' must be assiduously adhered to:

- a. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your tender submission deadline on ETS.
- b. Register your organization on ETS well in advance of your tender submission deadline on ETS
- c. Get your organization's concerned executives trained on ETS well in advance of your tender submission deadline on ETS
- d. Submit your bids well in advance of tender submission deadline on ETS to avoid any unforeseen last-minute problems due to internet timeout, breakdown, etc. While the first three instructions mentioned above are especially relevant to first-time users of ETS, the fourth instruction is relevant at all times.

7.1.8 Minimum Requirements at Bidders end:

Computer System with good configuration and OS preferably supporting Windows Word, Excel & PDF, High Speed Broadband connectivity, Internet Browser and Digital Certificate(s)



7.2 Bid Submission

- i. Bidders are requested to submit self-certified documents as called for in the eligibility criteria at Tender clause - 3.
- ii. The bidder should upload the following documents:
 1. Signed Tender copy.
 2. Financial Bid in the given format separately as attached at Annexure- II.
- iii. The Awarded/L1 bidder has to furnish as below.
 - a) Non- Disclosure Agreement
 - b) Contract Integrity Pact
 - c) Performance Bank Guarantee @ 5% of the PO value.
- iv. Any clarifications/queries with reference to this tender shall be submitted/addressed to:
MM Department
ITI Limited, Bangalore Plant
Dooravaninagar, Bangalore – 560016.
Mail: imm_bgp@itild.co.in
Ph.: +91 9934363057 (Mobile)

7.3 BID ACCEPTANCE

- a) Offers received from the bidders who are failing to meet the eligibility criteria will not be considered under any circumstances.
- b) Offers are to be submitted well within the due date and submission as indicated in this tender. Late tenders will not be accepted under any circumstances.
- c) Bids in which any of the particulars and prescribed information as called for in the Tender is missing or are incomplete in any respect, are liable to be rejected.
- d) ITI reserves the right to reject any or all the tenders without assigning any reason thereof.
- e) Canvassing of any kind is strictly prohibited and the tender submitted by the bidder who resorts to canvassing is liable for rejection
- f) Failure to comply with these instructions may result in the rejection of the tender.
- g) Bidders must mandatorily quote their prices in the Price bid format only mentioned at Annexure-II.
- h) The Selected Bidder shall submit a Non-Disclosure Agreement (NDA) on equivalent stamp paper in acceptance of the Purchase order/Letter of Intent/Empanelment. Format of the NDA is placed at Annexure – IV

7.4 TERMINATION OF CONTRACT

- a. In case the successful bidder fails to comply any of its respective contractual obligation, for reasons solely attributable to the breaching party, the company reserves the right to terminate the contract by giving 10 days' notice. In such an event, the Security Deposit shall be forfeited fully by the Company.
- b. In the event of either party terminating the Agreement, the Company will make payments of all dues to the successful bidder for all services rendered as of and up to the date of termination, as per contracted terms.

7.5 INTEGRITY PACT

The successful bidder has to enter into Integrity Pact with the Company as per the pre-contract Integrity Pact as appended herewith. Signing of the Integrity Pact by the successful bidder is mandatory as per CVC guidelines. Those bidders un-willing to sign the Integrity Pact shall not be considered. Details of such un-willing bidders shall be referred to the competent authority.

7.6 ARBITRATION

If the Bidder / Supplier be dissatisfied with the decision of the Company, on any matters in question, dispute or difference on any account or as to the withholding by the Company of any certificates to which the Bidder / Supplier may claim to be entitled to or if the Company fails to make a decisions within a reasonable time (which reasonable time will in no case exceed three months) as the case may be shall demand in writing that such matters in question, dispute or difference be referred to Arbitration. Such demand for Arbitration shall be delivered to the Company by the Bidder / Supplier and shall specify the matters which are in question, dispute or difference and such disputes or difference of which the demand has been made and no other matter shall be referred to arbitration.

Provisions of the Arbitration Act 1996 or any statutory modification or re-enactment thereof & the rules made there under & for the time being in force shall apply to the arbitration proceedings.

- a. The Arbitration shall have its seat and venue in Bengaluru.
- b. The decision of the Arbitrator shall be final and binding on the parties to this Contract.
- c. Each party shall bear its own cost of preparing and presenting its case. The cost of Arbitration including the fees and expenses of the Arbitrator shall be shared equally by the Bidder / Supplier and the Company.

7.7 JURISDICTION OF COURT

- a. The Courts at Bengaluru shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.
- b. All suits shall be subject to jurisdiction of Bangalore court. Notwithstanding the above, any question, claim, dispute or difference for which the decision have been provided in the clauses of the Contract/Tender document, shall be binding on the Parties to the Contract and shall not be re-opened or attempted to be re-opened on any ground of any informality omission, delay or error in the proceeding or any other ground whatsoever
- c. The Agency shall continue to provide the services during the pendency of the dispute proceedings and recourse to dispute resolution shall not be a bar to the continuance of the work.
- d. The Courts of Bangalore shall have the exclusive jurisdiction upon any matter arising out of the Contract.

7.8 INTERPRETATION CLAUSE:

In the matter of implementation of these terms and conditions, if any doubts or difficulty arises or doubts regarding the interpretation of any of the clause of these, the same shall be placed before the **Competent** Authority of ITI and the decision of the Competent Authority shall be final.

NOTE: *Notwithstanding anything stated herein above, the ITI reserves its right not to empanel any bidder even on fulfilling the eligibility criteria, or to postpone or cancel the process of Empanelment or to terminate the empanelment of any Advocate at any time without assigning any reasons in this regard.*

Annexure-I

DETAILS OF ASSETS (LAND AND BUILDINGS) OF ITI LIMITED AT BANGLORE

Sl. No	Address of Land parcels	Total area of land (approx.) (in acres)
1	Land and building assets of ITI Limited at DooravaniNagar, Krishnarajapura, Bengaluru, Karnataka -560016	432

Note:

1. The properties at KR Puram consist of both core and non –core assets i.e., Factory area, Residential township, Vacant land parcels etc.,



ANNEXURE-II

FINANCIAL BID

Tender Ref: ITI/BGP/HR/AM/831/002/25

Dated: 17.03.2025

Mapping and preparation of comprehensive land records comprising survey number wise land utilization statements for entire campus to get e-Khata from BBMP for ITI Limited, Bangalore-560016”

Name of the Bidder:		
Address of the Bidder:		
Tel No. & Mobile No:		
E-Mail Id :		
GST #:		
Sl. No.	Details	Amount in Rs. (excluding GST)
1	(The quoted fees shall be inclusive all duties and expenses but excluding GST) Consultation fee all inclusive (lump sum) for carrying out the detailed study of land parcels and submitting the final feasibility report (refer scope of work)	
In words:		

SIGNATURE OF THE AUTHORIZED REPRESENTATIVE WITH SEAL

Note:

1. Price shall not be disclosed here, it has to be uploaded separately in the attached excel format.
2. The quoted fee shall be inclusive of all expenditure like conveyance, incidentals, and out - of - pocket expenses, payment to sub-consultants etc. and all taxes and duties (except GST). It shall also be inclusive of all costs related to visits to the site, attending meetings, conferences and making suitable presentations etc. No additional fee or cost in any form shall be paid by ITI unless specifically allowed elsewhere in the Bid-Document.
3. The above unconditional price will be valid till the completion of transaction in all respects.



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 Act 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 origin 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 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 be 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).....

NON - DISCLOSURE AGREEMENT

This Nondisclosure Agreement (the “Agreement”) is entered into between General Manager (HR), ITI Limited, ITI Bhavan, Dooravaninagar, 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 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, EOIs 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

(Name)

Date

Signature

(Name)

Date

PERFORMANCE BANK GUARANTEE PROFORMA

1. As agreed under the relevant terms and conditions of Letter of Intent / Purchase Order Ref Dated between M/s ITI Ltd., (with address) (hereinafter called the Purchaser) and M/s..... (hereinafter called the Supplier) for supply of _____ (herein after called the said Purchase Order), the supplier hereby agrees to furnish a Security Deposit against supply performances by way of an irrevocable Bank Guarantee for Rs..... (Rupees.....only). We.....[Indicate the name of Bank] (Herein after referred to as` THE BANK`) at the request of the supplier do hereby undertake to pay to the purchaser, an amount not exceeding Rs.....(Rupees.....only) against any loss or damage caused to or suffered or would be caused to or suffered by the Purchaser, by reasons of breach by the said Supplier of any of the terms or conditions contained in the said Letter of Intent.
2. We.[Indicate the name of the Bank] do hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely on a demand from the purchaser stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the purchaser, by reason of breach by the said Supplier of any of the terms or conditions contained in the said Letter of Intent or by reason of the Supplier's failure to perform the said Letter of Intent. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee shall be restricted to an amount not exceeding Rs.....(Rupees only).
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 notwithstanding any security, which the Purchaser may have obtained or obtains from the Supplier.



6. We.....[Indicate the name of Bank] further agree with the Purchaser, that the Purchaser shall have the fullest liberty without our consent and without effecting in any manner our obligation hereunder to vary any of the terms and conditions of the said Letter of Intent or to extend time of performance by the said Supplier from time to time or to postpone for any time of from to time any of the powers exercisable by the Purchaser against the said Supplier and to forbear or enforce any of the terms and conditions relating to the said Letter of Intent and we shall not be relieved from our liability by reasons of any such variation, or extension being granted to said Supplier or for any forbearance, act or omission on the part of the Purchaser or any indulgence by the Purchaser, to the said Supplier or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
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.

For..... [Indicate the name of Bank]

DATE:

PLACE: