

**Rajya Vokkaligara Sangha**  
**Estate Office: No 148 “ Nadaprabhu Kempegowda Bhavan”**  
**K.R. ROAD, V.V PURAM BANGALORE-560004.**



**BID DOCUMENT**

Tender No. V.S/E.O/ 594 /2024-25

Dated: 09-08-2025

Tender Document for “Renting the DJCC building located in Hudson Circle, Bangalore-02 on **AS IS WHERE IS BASIS** from the reputed Hospital/ Commercial/office space for a period of 20 years.

Issued to.....  
Vide Receipt No.....

**Rajya Vokkaligara Sangha**  
**Estate Office: No 148 “ Nadaprabhu Kempegowda Bhavan”**  
K.R. ROAD, V.V PURAM BANGALORE-560004

Renting the DJCC building located in Hudson Circle, Bangalore-02 on **AS IS WHERE IS BASIS** from the reputed Hospital/Commercial/office space for a period of 20 years.

TENDER REFERENCE	Ref-No.V.S/E.O /594/25-2026 Dated -09.08.2025
PERIOD OF REQUEST FOR TENDER FORM	Up to 10.09.2025 till 4.30pm
LAST DATE FOR SALE OF TENDER DOCUMENT	Up to to 10.09.2025. Up to 4.30pm
PRE-BID MEETING	Up to to 03.09.2025. at 2.30pm
LAST DATE AND TIME FOR SUBMISSION OF FILLED TENDERS	18.09.2025 before 2.30 pm
PLACE OF OPENING OF TENDERS	18.09.2025 at 3.00 Pm.
ADDRESS FOR COMMUNICATION	Estate office Rajya Vokkaligara Sangha V.V.Puram,Bangalore-04

Estate officer  
Rajya Vokkaligara Sangha

# **Rajya Vokkaligara Sangha**

**Estate Office: No 148 “ Nadaprabhu Kempegowda Bhavan”  
K.R. ROAD, V.V PURAM BANGALORE-560004.**

**Renting the DJCC building located in Hudson Circle, Bangalore-02  
on **AS IS WHERE IS BASIS** from the reputed Hospital/  
Commercial/office space for a period of 20 years.**

Buildings suitable for Establishing Hospital/Commercial are available on rent, at a prime location at Hudson Circle,Bangalore. with adequate infrastructure on **“ AS IS WHERE IS BASIS “**

Tender forms will be available in Estate Office, Rajya Vokkaligara Sangha,K.R.Road,V.V.Pura,Bangalore-04. In such a situation, the cost towards the tender form shall be paid at the time of receipt of Application of the tender.

Estate officer  
Rajya Vokkaligara Sangha

TO

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Dear Sir(s),

Sealed Offers are invited from registered firms, State & Central Public Sector Departments / Undertakings, Multinational Companies, Private/Public Limited Companies of standings, Banks, Financial Institutions etc., having interest in taking on lease Infrastructure/Open Space on rent, as per the details indicated in the enclosed documents. The tenders are invited in TWO BIDs, consisting of Technical Bid (Part-A) and Price Bid (Part-B).

The **Technical Bid (Part-A)** without the Price/Rate shall contain the following details

- (a) Bidder's Profile.
- (b) Mode of utilization of the Infrastructure & Open space being offered on rent.
- (c) Acceptance of all the terms & conditions indicated in our Tender, including executing registered lease deed
- (d) Earnest Money Deposit (EMD)

The **Price Bid (Part-B)** shall contain the specific Rate per Month per Sq. ft, on the Buid up area. The Bid shall be made for the entire Building Area, Open .

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

The schedule of events is as cited under page 2:

Thanking you

Yours faithfully

**Estate Officer**  
**Rajya Vokkaligara Sangha**

Encl: as above

## 1. PREAMBLE:

The INFRASTRUCTURE/OPEN SPACE is located at Hudson Circle, Bangalore – 560 002, very near to BBMP head office, K.R. Market suitable for Setting up of Hospital/Commercial.

RVS (“The RVS”) is absolute owner of the premises

The interested bidder can visit the Premises on any working day between 10.30 AM & 3.30 PM, up to three days prior to the last date of submission of tenders with prior intimation to the Tender inviting authority or to the contacts given below:

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

## 2. BIDDER QUALIFICATION CRITERIA:

- a. The Bidder Should Possess the Relevant License/ Permissions & other Statutory Requirements from Competent Authority[s] to Establish Super/ Multi Speciality Hospital[s]/Commercial and Should have **three (03) years’** Experience in Running & Managing Hospital[s]/Commercial Successfully. Bidders who are already Managing more than One Hospital Successfully will be Preferred.
- b. The bidder may be a private business entity /Indian Government RVS / Public Sector Undertaking / Banks / State or Central Government Departments / Ministry / Body including Limited RVS or Consortium or limited liability partnership or partnership etc.
- c. The Annual turn over should be at least Rs. 50.00 Crore plus during the last five financial years.
- d. The client should provide Firm/RVS Registration certificate (Incorporation certificate), Turn over certificate with UDIN also Balance sheet , GST certificate, PAN Card and all documents should be notarized.

## 3. LEASE RENT

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

- (i) All utility charges to be borne by the TENNANT as per Clause No. F & G, such as electricity charges, BESCO Demand Charges, water usage charges and related cess/charges,
- (ii) levies, cesses/charges levied by local revenue authority or other statutory

- authority,
- (iii) any interest/penalty which is accrued on the above as well as any other tax by whichever name called payable to any government or authority or body as also any additional taxes /increase in taxes as imposed by the government and
  - (iv) Service Tax/GST as applicable and other central government levies. The bid shall be decided on the principle so as to derive the maximum overall net lease rent to RVS.

#### **4. TERMS OF RENT WILL INCLUDE:**

- a. The rent, GST, cesses and other applicable charges for each month shall be payable on or before 5<sup>th</sup> day of **each** month as per agreement.
- b. All the applicable Taxes including GST shall be paid by the bidder/Tenant as per the bills raised by the RVS, at the rates applicable from time to time. Nothing contained herein will exempt or preclude the bidder/Tenant to avoid payment of all Taxes for any reason.
- c. TDS on Rent will be applicable as per actuals. The TDS certificate shall be issued to the RVS every quarter without fail and the bidder/Tenant shall ensure that the same is reflected in the RVS's Form 26AS.
- d. Rent, applicable taxes including GST and other charges will be payable from the date of handing over of possession of the Premises or execution of the lease deed whichever is earlier and would be payable up to termination of the lease or handing over of the Premises back to the OWNER (ITI) whichever is later.
- e. If the monthly rent & applicable taxes including GST and any other amount payable (including interest) if not paid by the 5<sup>th</sup> day of each Month, the bidder/TENANT shall be liable to pay interest thereon at 15% (quarterly compounded interest) for the period of delay up to date of payment, without prejudice to the RVS's right to other remedies as per law including the right to terminate the lease. Default in payment of rent, GST and other charges, for any three months in a calendar year, shall entitle the RVS to terminate the lease and enter upon the Premises. Termination shall be by way of issuance of a written notice giving the bidder/Tenant three months to vacate the Premises. On the expiry of the said period, the bidder/Tenant shall vacate the Premises, leaving the Premises in the same condition as it was leased, subject to reasonable and normal wear and tear.
- f. **Lease rental Figure/Amount shall be quoted in the bid.**

#### **5. DESCRIPTION OF PREMISES**

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

##### **1. RVS Building & Open Space.**

The piece and parcel of non-residential premises.

**Total Building Area – 1,18,000 Sq. ft. (Approx)**

**Details of the machineries & equipment - Annexure III**

**1)Two Lift(8 Passangers)**

**2)Generator 160KVA**

**Note:-**

1. Power supply to above buildings will be made available from the Main supply line of building. In case of requirement of additional power, the same shall be arranged by RVS and the cost towards the same shall be borne by the bidder.
2. The bidder shall quote for the total plinth area per sft of the building and for Openspace separately.

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

**Annexure I**

## **6. INFRASTRUCTURE PARTICULARS**

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

## **7A. THE PROCESS**

- a) The Technical bids will be opened as per important Dates on Page-2 after the last date of the submission of the bids.
- b) Commercial bids of technically qualified bidders will be opened at a later date and the same will be intimated to them.
- c) After declaration of opening the technical bids, evaluation of the technical eligibility of the bidders would be carried out by the RVS. Thereafter, a Technical Evaluation report shall be prepared in detail to conclude/classify - qualified/disqualified bidders.
- d) The decision regarding qualification/disqualification of the bidders shall lie with the RVS and that decision shall be final and binding on all the bidders.
- e) Thereafter the date of opening of the financial bid will be intimated to the technically qualified bidders only.
- f) Based on the rental quoted in the bids, the comparative statement would be prepared as under:
- g) Bids shall be evaluated to derive the maximum overall Rental to the RVS.

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

## **B) BID SECURITY/EMD**

- a) All the bidders would be required to submit the EMD/bid security along with technical bids in the form of Demand Draft or Banker's Cheque.
- b) The EMD/bid security shall be **Rs 10, 00,000.00**.
- c) The bid security in the form of Demand Draft shall be in favor of RAIYA VOKKALIGARA SANGHA payable at Bangalore.
- d) Bid security will be non-interest bearing and therefore RVS shall not be liable to pay any interest to the bidders irrespective of the duration of time between the submission of the bid security and its return by ITI to the bidder.
- e) If for any reason, any selected bidder declines to enter the contract as per the tender conditions for which they have selected, the bid security furnished by the bidder shall stand **Forfeited**.
- f) If for any reason, whatsoever attributable to the RVS, the lease deed cannot be entered into, the RVS reserves liberty to annul tendering process and return bid security to the respective bidder/s. In such an event the RVS shall not be liable for payment of any interest on the bid security amount to the bidders. Moreover, the bidder in such case shall not be entitled to any right or specific performance or any right or interest whatsoever in the Premises or any part thereof.
- g) The bid shall be valid for acceptance for a period of **180 days** from the due date of bid submission. The bid so submitted shall not be withdrawn by the bidder during the validity period and will lapse after the validity period unless the RVS accepts the bids before the expiry of the validity. In case the processing time for evaluation and award is likely to take some additional time beyond the validity period, the bidder shall extend the bid validity period as desired by the RVS.
- h) In case the bidder withdraws his bid at any point of time during the validity period, his total bid security deposit shall be **forfeited**.
- i) If any bid is not accepted/rejected by RVS, the bid security paid by that bidder shall be refunded without interest by Account Payee cheque in the name of the bidder.

## **C) USAGE:**

The Premises should be used only to Establish Super / Multi Speciality Hospital /All Commercial activities/Office space.

The bidder/tenant will not be permitted to use the said premises in such away which in the opinion of the RVS may cause prejudice, nuisance, annoyance or inconvenience to ITI or for storing hazardous goods or for any purpose not permitted under laws of the land.

The bidder/Tenant will not use or deal with the premises in a manner contrary to any condition imposed on the premises by the law, the government or local authority and shall keep the RVS indemnified against all actions, suits, and the other proceedings in consequence of such uses by the bidder/TENNANT.

During the period of lease, any damage in whichever form if made to the property in use or the adjoining property will have to be made good by the bidder/TENNANT. The decision of Office Bearers/ Executive committee meeting will be the final decision in this regard.

a) **LEASE DEED: The Lease Deed would be prepared by the RVS which would be final and binding.**

b) Lease shall be executed within a period of maximum four weeks from the date of notification of selection of the successful bidder/TENNANT.

c) The RVS shall execute the Lease Deed in favour of the prospective TENNANT and simultaneously therewith handover the said premises "as is where is Basis". All the legal formalities shall be completed by the respective parties before the date of execution of lease deed.

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

a) Lease Deed will have a fixed lease term of 20 years and can be extended further on mutually agreeable terms.

b) The lease term will commence and rent will be payable from the date of handing over possession of the premises or execution of the lease agreement whichever is Earlier and would be payable up to termination of agreement or handing over of the premises back to the Owner whichever is Later.

c) Minimum lock-in period for the lease would be at least **36 months**. An undertaking will be taken from the tennant that they will honor this commitment with a binding clause in the agreement.

d) An Advance amount deposit in the form of Demand Draft in favor of Rajya Vokkaligara Sangha for **ten months' rent** shall be payable by the successful bidder[s] to the RVS within 10 days from the date of issuance of letter of intent/acceptance of bid. This Security Deposit shall be returned by the RVS to the successful bidder[s], without any interest, on expiry of lease period and handing over the premises as it's condition, subject to the deductions/recoveries towards any dues payable by the successful bidder[s] to the RVS, including rents, applicable taxes including GST, charges, cesses, rectification of any damages to the Premises causes solely due to act of omission and commission on the part of the successful bidder[s].

**E) CHARGES TO BE BORNE BY THE TENNANT:**

a) GST on rental services of commercial property and cesses shall be borne and paid by the bidder/Tennant to the RVS at the rates applicable, from time to time. The RVS shall raise bills for payment thereof and the same shall be paid along with rents, on a monthly basis. The bidder/Tennant shall also be liable to pay and bear any such future indirect taxes of the nature that may be levied by the State or Central Government, in connection with renting/leasing services/activities. Taxes referred to in sub-clause (a) above, if paid by the RVS first, for any reason, shall entitle the RVS to receive a full reimbursement from the Bidder/Tennant within 7 days' of such payment, failing which such due amounts will carry interest at the rate of 15% per annum (compounded

quarterly). Further, failure of payment beyond 120 days shall be regarded as a breach of the lease terms and would entail termination of the lease.

- b) Outgoings of property for the area given on lease if applicable like:
- Lease rent
  - Cess
  - Levies
  - Local Taxes including property tax
  - Any interest/penalty which accrued on the above which is not attributable to any action/inaction on the part of RVS
  - GST or any other tax payable on any of the items
- c) If at any time during the lease period, the tennant has to pay any additional/new or increased taxes/charges or levies imposed by government or any local authority in respect of renting/leasing services/activities, it shall be lawful for the Owner to recover all increase in taxes, additional/new taxes, charges or levies imposed by the government or any local authority during the period of this Lease from the Tennant in proportion to the area.

It is to be clarified that for any expenses on the leased out area, ITI will remain as pass through entity without entertaining on its part and that Tennant will be liable to pay the lease rent as agreed after the bids and the actual expenses incurred by ITI during the term of lease as per the terms and conditions of this tender.

**F) PAYMENTS FOR ALL OUTGOINGS:**

- a) The charges for outgoing and other expenses will be payable from the date of handing over of the possession of the premises or execution and registration of the lease deed whichever is earlier and would be payable for a period up to termination of agreement or handing over of the premises back to Owner whichever is later.
- b) All the outgoings being variable in nature will be calculated at actual based on proportionate usage and the decision of the RVS will be final and binding on the Tennant. Actual amount as per bills/claims raised by the RVS has to be reimbursed within 10 days of the receipt of the bills by TENNANT.
- c) If any outstanding (including outstanding interest) is not paid by the due date of payment by the Tennant, the same shall be liable to be paid along with the interest thereon at 15% (quarterly compounded interest) per annum from the due date thereof till the date of payment without prejudice to the Owner rights to the remedies as per Law including his right to terminate the lease and tennant would have to vacate the premises within one month from the date of receipt of such notice of termination from Owner.
- d) The RVS will ensure that to begin with, all the facilities will be in proper working conditions as it should be.

**G) INTERNAL REPAIRS, ADDITIONS AND MAINTENANCE:**

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

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

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

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

Regarding Interiors/furnishings/fixed items already provided:

- a) The inventory list will be given by RVS for building .
- b) The tennant will have the liberty to carry out interiors and furnishings works at their own cost.
- c) The tennant will have the liberty to install necessary office equipment and power lines for their functioning at their own cost.
- d) All available fixtures/furniture if any to be returned in the same condition except reasonable wear and tear after the lease is over.

**H) PERMISSION TO INSPECT**

The bidder/Tennant would always permit the RVS or any persons deputed by the RVS or all persons authorized by the RVS, at all reasonable hours during the day time, after twenty four hours notice in writing to the bidder/Tennant, to enter upon the said premises for inspecting the works and things as may be required to be done for any repairs, alterations or improvements, and to give written notice of all needed repairs.

**I) VACATION**

- (a) In case the Premises or any part thereof at any time during the term hereby created, be destroyed or damaged by fire, acts of God, riot and civil commotion, enemy action, and such like causes not within the control of the RVS, so as to be wholly or partially unfit for the use of the tennant then the lease shall come to an end and the tennant shall vacate the whole premises on payment of the proportionate rent and outgoings up to the date of vacating.

- (b) **RVS to have absolute rights:** It is clarified that RVS has the absolute rights over the Premises and decision of the RVS on various lease matters would be conclusive and binding. It shall be lawful for the RVS to re-let the said Premises in part or in whole at any rent, which it may obtain after the termination of lease or determination of lease by efflux of time or in the event of any default by the tennant or in the event of vacation by tennant etc.

## **J) TERMINATION**

- (a) In case of termination of this lease agreement and/or vacation of the premises by the tennant for any reason, the tennant shall hand over peaceful and clean possession of the premises to the owner only.
- (b) The owner/tennant shall have the right to terminate the lease at any point of time during the lease period, by giving a written notice of **three months** in advance subject to the conditions of lock in period.
- (c) In the case of breach of the terms of the lease, the RVS shall have the right to terminate the lease by one month's notice and enter upon the premises.

## **K) APPLICABLE TERMS AND CONDITIONS AND TENNANT'S OBLIGATIONS:**

01. The Technical Bid shall not contain any reference of price/Cost particulars.
02. **The above-mentioned description of features and infrastructures are indicative only.** All bidders are advised to physically verify and inspect the premises and infrastructure prior to submission of their Bids. The premises will be made available to the successful Bidder[s] who is the new incumbent, applying fresh, on completion of basic minimum requirement works.
03. **The entire building would be given out on rent for an initial period of minimum 20 years.**
04. The tender[s] shall not be submitted with a conditional offer. Any condition having financial implications will result in disqualification of the offer.
05. The building cannot be sublet in any manner by the successful bidder[s] to any other entity. In the event of it coming to the knowledge of the RVS, that the successful bidder[s]/tenant[s] has/have sublet any portion of the premises to any other entity or have permitted any other entity to come into possession of any portion of the premises and or/or have created any third party rights, or whatsoever entity, the RVS shall be entitled to forthwith terminate the lease, re-enter/take back possession of the premises and forfeit the entire security deposit paid by the successful bidder[s]/tenant[s] to the RVS.
06. The rate quoted by the bidder[s] shall take into account the entire infrastructure available within the premises **on as is where is basis** including the common services and circulation space.
07. In the event of the building being let out to Consortium led by the lead bidder, the expenses towards repairs and maintenance of the building including common areas shall be borne by the lead bidder of the Consortium. In addition, the Consortium Lead will be responsible for payment of the monthly

rentals and applicable taxes.

- 08 In circumstances where the qualified bidder fails to carry out repair and renovation works of the building, RVS shall have the right to consider maintaining the premises / Infrastructures and actual cost being incurred by RVS towards maintenance and repairs including the annual Maintenance Contract of maintaining and operating the installation and equipment including the common services will have to be borne by the tenants and payable along with the monthly rentals.
- 09 RVS shall have the right to engage and entrust the work to any authorized agencies for maintenance & repair works in the entire building including providing common services. The equipment is to be maintained by authorized services agencies through AMC's.
- 10 The monthly rental shall be payable to RVS only by "Account Payee Cheques" due on or before **05<sup>th</sup> of every month**, payable at Bangalore. All cheques/demand draft shall be drawn in favour of "RAJYA VOKKALIGARA SANGHA" Cheque received after the above date shall attract interest @15% per annum, would be calculated for delayed period. Alternatively, the monthly rentals plus the maintenance charges can be paid by NEFT/RTGS.
11. The rent will be payable from 11<sup>th</sup> day of issue of letter of Intent or date of occupation whichever is earlier.
12. The Property tax payable to BBMP for the leased Building / Open Space will be borne by the tennant and shall be paid in the name of RAJYA VOKKALIGARA SANGHA to BBMP
- .
- 13 GST at the applicable rate shall have to be paid by the TENNANT/Successful bidder[s]. Any other taxes, cess and other levies imposed by the State/Central Govt as prevailing on date of submission of offer or at a later date during the agreement period will have to be borne by the Tennant.
- 14 The premises may be inspected on any working day between 9.30 AM to 3.30 PM on prior intimation to RVS. Any clarification required prior to submission of offers may be obtained from the undersigned.
15. Any claim on account of ignorance of site condition and infrastructure will not be entertained at a later date.
- 16 RVS reserves the right to accept/reject any or all offers at any stage prior to the execution of the lease deed, without assigning any reasons whatsoever.
17. An appropriate Lease Deed duly stamped and registered, reflecting more or less the terms and conditions set out herein, will be executed between the successful bidder[s] and RVS, the entire cost towards registration charges, incidental expenses, stamp duty and any other related expenditure associated with the registration, will have to be borne by the successful bidder[s]. A specimen copy of lease deed will be prepared by RVS and furnished to the successful bidder[s] after the finalization of the Bids.
- 18 In the event of any dispute or differences arising out of any/other claims/opinion including interpretation of clauses in these documents**

**among the bidders and RVS, the decision of the President,RVS shall be the final and binding.**

- 19 The power charges payable to BESCOB will be booked to the tenant[s] account. In the event of more than one tenant occupying the building, separate meters will be installed by the RVS for assessing the power consumption. The charges will be borne by the tenant[s] as per actuals. As regards to water/Sewerage charges, the amount payable to BWSSB shall be borne by the tenant[s] in proportion to the Water Consumed / area occupied.
- 20 An escalation in rent at 10% (TEN PERCENT) per annum will be applicable on completion of every 12 months.**
21. The offer shall be valid for a period of four months from the date of opening of bids.
22. A joint inspection by RVS and successful bidder[s] will be done to take stock of the inventory of fixtures, fittings equipment, and other actual infrastructure, which will be recorded and signed by both the parties.
- 23 Termination of Contract: The contract shall be terminated by giving a notice period of – **three** months on either side.

The final revised condition if any as indicated in the corrigendum, amendment, clarifications and extension/changes regarding this tender as uploaded in the said website will be binding and may form part of the agreement.

#### **L) ESSENCE OF CONTRACT**

The adherence to the time schedules for the payment of rent, all outgoings and all payable amounts as per the lease agreement (including interest or penalty if any) determination of lease by notice or by efflux of time as specified in the lease agreement or relevant paragraphs of the tender, and subsequent vacation of the premises are the essence of the contract between the tenant and ITI.

#### **M) INDEMNITY**

1. The tenant shall indemnify and hold harmless the RVS from and against all actions, suits, proceedings, claims, damages, losses, expenses and demands of every nature and description, by reason of any breach of the provisions of the contract by the tenant or any act or omissions of the tenant, its representative or its employees or agents.
2. These indemnification obligations shall include but not be limited to claims, damages, losses, damage proceedings, charges and expenses which are attributable to,
  - (a) Sickness, disease or death of, or injury to any person
  - (b) Loss of or damage to or destruction of any property

**N) GOVERNING LAW AND JURISDICTION**

The agreement shall be governed by and construed in accordance with the laws of India and the courts at Bangalore alone shall have exclusive jurisdiction over all disputes arising under or in connection with the agreement. Dispute resolution mechanism shall be more fully detailed in the Lease Deed. The provisions of the Public Premises (Eviction of Unauthorized Occupants) Act, 1971 shall apply to the lease and the Premises.

**O) Negotiable Points**

1. The Option of Utilizing the Existing Staff of RVS Hospital shall be considered by the Tenant as per Mutually agreed upon Conditions.
2. Providing Hospital Services to all eligible Employees/Officers of RVS. and their Families as per the Approved Rates (such as CGHS etc.) are to be Considered by the Tenant as per Mutually agreed upon Terms & Conditions.
3. Machineries and equipment as mentioned in Annexure III.

*Signature of Authorized representative with Seal.*

**ANNEXURE – I**  
**BRIEF DESCRIPTION OF THE PREMISES**

Rentals / month for lease period of **20 years**.

<b>Sl. No.</b>	<b>Hang er No.</b>	<b>APPROX Total Build Up Area in Sq. ft.</b>	<b>Age of the Building in Years</b>
a	DJCC Building (RCC – BF+GF+10 Floors.)	1,18,000.00	40
B	Machinery and Equipment Details	Annexure III	

## ANNEXURE – II

### PRICE / COMMERCIAL BID

1	2	4	6	7
SI. NO.	Item Description	Average Rental Rate per Month in figures /sq. ft. in Rs.	Average rental rate per month in words /SFTs in words	Remarks
a	Hospital Building/C ommercial activities/O ffice space			

#### SIGNATURE OF THE AUTHORIZED REPRESENTATIVE WITH SEAL

**Note:**

- 1) The Bidders will be liable to pay taxes applicable as per law.
- 2) Prices with "0" / "Nil" / "N/A" i.e. without any offer will not be considered for bid evaluation
- 3) Price Bids of those who have been qualified technically would only be opened at a later date.
- 4) Any disclosure of price/s in the Technical bid will be summarily rejected.
- 5) The Bidder shall mention the title first (Hospital or Commercial) and then continued with DJCC Building Rajya Vokkaligara Sangha.

**ANNEXURE – III**  
**Machinery & Equipment Details**

A joint inspection by RVS and successful bidder[s] will be done to take stock of the inventory of fixtures, fittings equipment, and other actual infrastructure, which will be recorded and signed by both the parties.

**ANNEXURE-IV  
PRE-CONTRACT INTEGRITY PACT**

**PURCHASE ENQUIRY/ORDER No.**

THIS Integrity Pact is made on.....day of .....20\_\_.

**BETWEEN:**

RVS having its Estate Office at Rajya Vokkaligara Sangha, K.R.Road,V.V.Pura, Bengaluru – 560 004 under the administrative control of General Secretary,RVS (hereinafter called the Estate officer), 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 Estate officer intends to award, under laid down organizational procedures, contract for ..... of RVS Limited. The Estate officer 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 Estate officer 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.

**ANNEXURE-**

**DECLARATION THAT THE BIDDER HAS NOT BEEN BLACKLISTED/DEBARRED**

Place:

Date:

To,

<Name and address>

Ref: Tender Notification no    dated

Subject: Declaration of Bidder being not blacklisted

Dear Sir,

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

Place :

Date :

Bidders' RVS Seal :

Authorized Signatory's Signature :

Authorized Signatory's Name and Designation:

**ANNEXURE-VI**  
**(FORMAT FOR THE BID SECURITY/ EMD)**

Whereas..... (Hereinafter called “the Bidder”) has submitted its bid dated..... for the supply of ..... vide Tender No. \_\_\_\_\_ Dated \_\_\_\_\_  
..... KNOW

ALL MEN by these presents that WE..... OF ..... having our registered office at

.....(hereinafter called “the Bank”) are bound unto RVS (hereinafter called “the Purchaser”) in the sum of Rs. .... for which payment will and truly to be made of the said

Purchaser, the Bank binds itself, its successors and assigns by

these present. THE CONDITIONS of the obligation are:

If the Bidder withdraws his bid during the period of bid

validity specified by the Bidder on the Bid form or

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

Signature of the  
Bank Authority  
Name

Signed in Capacity of

**ANNEXURE - VII**  
**NON DISCLOSURE AGREEMENT**

This Nondisclosure Agreement (the “Agreement”) is entered into between

.....General Secretary Rajya Vokkaligara Sangha, K.R. Road, Bangalore – 560 004 (“Disclosing Party”) and ....., (“Receiving Party”) for the purpose of preventing the unauthorized disclosure of confidential Information as defined below.

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

1. Definition of Confidential information. For the purpose of this Agreement, “Confidential Information” shall include all information or material that has or could have commercial value or other utility in the business in which the Disclosing Party is engaged. If Confidential Information is in written form, the Disclosing Party shall label or stamp the materials with the word “Confidential” or some similar warning. If Confidential Information is transmitted orally, the Disclosing Party shall promptly provide a writing indicating that such oral communication constituted Confidential Information
  
2. Exclusions from Confidential Information. Receiving Party’s obligations under this Agreement do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party; (b) discovered or created by the Receiving Party before disclosure by Disclosing Party; (c) learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party’s representatives; or (d) is enclosed by Receiving Party with Disclosing Party’s prior written approval.

Obligations of the Receiving Party. Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. Receiving Party shall carefully restrict access to Confidential Information to employees, contractors and third parties as is reasonably required. Receiving Party shall not without prior written approval of the Disclosing Party, use for the Receiving Party’s own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the

1. detriment of the Disclosing Party, any Confidential Information. Receiving Party shall return to the Disclosing Party any and all records, Tenders and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if the Disclosing Party requests it in writing.
  
2. Time Periods. The non disclosure provisions of this Agreement shall survive the termination of this Agreement and Receiving Party's duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as a trade secret or until Disclosing Party send Receiving Party written notice releasing Receiving Party from this Agreement, whichever occurs first.
  
3. 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.
  
4. Severability If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted as best to affect the intent of the parties.
  
5. 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.
  
6. 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 their representatives, assigns and successors of such Party. Each Party has signed this Agreement through its authorized representative.

Signature

Signature

(Name)

(Name)

Date