

KENDRIYA VIDYALAYA SANGATHAN
REGIONAL OFFICE, VARANASI
BHU CAMPUS
VARANASI

WEBSITE : www.kvsrovnns.org

TENDER

FOR

THE SUPPLY OF SPORTS ARTICLES FOR KVS

SPORTS MEET 2014-15

Signature of the Bidder with Stamp.....

KVS REGIONAL OFFICE VARANASI

NOTICE INVITING TENDER

KendriyaVidyalayaSangathan is an autonomous body registered as Society under Ministry of HRD, Government of India and has more than 1000 KendriyaVidyalayas spread all across the country with its Headquarters located at New Delhi . It has 25 Regional Offices and 5 Zonal Institute of Education & Training scattered all across the country under the administrative control of KVS(Hqrs), New Delhi. KVS , RO Varanasi is one such Regional Office situated in the BHU Campus adjacent to KendriyaVidyalaya, BHU and has 30 KendriyaVidyalayas under its administrative control.

The KendriyaVidyalayaSangathan, Regional Office, Varanasi , in accordance with the instructions and guidelines issued by its Headquarters,with a view to cater to the needs of participants and to ensure successful completion of its Sports Events 2014-15 invites sealed tenders for the supply of sports articles and kits as per specifications and terms and conditions as laid down in the annexed tender and bidding document from well established & registered firms/company/ Original Equipment Manufacturer (OEM) dealing in and having expertise in the field of sports articles, kits and equipment .

Sealed Tenders are to submitted in an envelope which should be sealed and superscribed as “Tender for the supply of sports articles and kits”

The salient features of the work are as under :

1. Description of the Work : Supply of Sports Articles & Kits as per the Pricing Document at Part-III .
2. Volume of the Work : In accordance with the Pricing Document at Part-III subject to Tolerance Clause
3. Specifications & Make of the Item to be supplied : In accordance with the Pricing Document at Part-III
4. Owner : KVS, RO, Varanasi
5. Cost of Tender Document : Rs.250.00 (Two Hundred and Fifty only) in cash or DD/Pay Order drawn in favour of “ Regional Sports Control Board A/c” payable at Varanasi.
6. Venue of Obtaining Tender Document for those who come to know about the tender from any other source or through RO, Varanasi website : KVS, Regional Office, BHU Campus, Varanasi (Adjacent to KV , BHU, Varanasi)
7. Earnest Money Deposit(EMD) or Bid Security : Rs. 35,000.00 (Thirty Five Thousand only) (By way of DD/Pay Order favouring “ Regional Sports Control Board A/c” payable at Varanasi.

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8. EMD or Bid Security Validity Period : 45 Days Beyond the Bid Validity Period.
9. Bid Validity Period : 4 months beyond the last date of submission of bids or up to the execution and conclusion of assignment under this tender whichever is later .
10. Performance Security : 10% of the Value of the Contract/Supply Order
11. Performance Security Validity Period : 60 Days beyond the date of completion of all contractual obligations of the supplier under the contract including warranty obligations.
12. Time of Completion : 20 days from the date of placing the supply order .
13. Venue for the delivery of sports articles : Kendriya Vidyalaya, BHU, BHU Campus, Varanasi
14. Time Limit for submission of Tender : Up to 14.00 hrs on 02.09.2014
15. Date, time and venue of opening of tender : 16.00 hrs on 02.09.2014 at KVS, Regional Office, BHU Campus , Varanasi (Adjacent to Kendriya Vidyalaya , BHU)

(P.V.Sai Rangarao)
Deputy Commissioner
KVS, Regional Office
BHU Campus, Varanasi

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PART-I

SALIENT FEATURES AND TERMS & CONDITIONS FOR THE SUPPLY OF SPORTS ARTICLES

1. This document states the complete information about the date of submission & opening of tenders, period allowed for the work etc.
2. **This tender document comprises of four parts**, namely
 - a) Part-I – Salient Features of the work and Terms & conditions for the supply of sports articles .
 - b) Part-II – Bidding document without price along with checklist of documents to be attached with the tender document.
 - c) Part-III – Pricing document .
 - d) Part-IV – Pre-contract Integrity Pact.
3. **The tenderers shall be deemed to have studied all the parts of the tender document , items, specifications and details of the supplies to be made within the time schedule attached and to have acquainted himself / themselves with the terms and conditions attached/prescribed.** The bidders/their representatives are permitted to be present at the time of the opening of the tenders.
4. The sealed tender is to be submitted in a envelope **which should be sealed and superscribed as “Tender for the Supply of Sports Material”.**
5. All the information required to be filled in the Bidding document should be filled in completely and correctly and also all the documents required to be enclosed along with the Bidding document should be enclosed , **else the bid will be rejected and the bidder shall be disqualified.**
6. **All the pages of the tender document** right from page number 1 to page number 29 **should be signed by the bidder along with the seal of the firm.**
7. **All the enclosures attached with the tender document should be serially numbered, should be signed by the bidder along with the seal of the firm and total number of pages of enclosures should be enclosed at point 3.1 of Part-II.**
8. **The tender document is also available on our website www.kvsrovns.org** and it can be downloaded from there and tender may be submitted on downloaded tender document along with the tender document cost of Rs. 250.00. **The same may be publicized.**
9. **The tender document is also available for sale** at KVS, Regional Office, BHU Campus, Adjacent to KV, BHU, Varanasi on payment of Rs. 250.00 by way of cash or DD / Pay Order drawn in favour of “ Regional Sports Control Board A/c” payable at Varanasi. **The same may be publicized.**
10. **All the information required from point 1.1 to 3.1 in Part-II of the tender document should be completely & duly filled in and also all the enclosures required to be submitted along with the tender document as per “Check List of Enclosures with Bidding document” in Part-II should be enclosed along with the tender.**
11. The bidder should have sound financial health **with an annual turnover of Rs. 15.00 lacs, each for the last three years that is 2010-11, 2011-12 & 2012-13** for which they are required to submit self-attested photocopies

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of their Trading & Profit & Loss Account and Balance Sheet duly certified by Chartered Accountants for the last three years i.e. 2010-11, 2011-12 & 2012-13 and copy of Income Tax Return for the last 3 years i.e. Assesment Years 2011-12, 2012-13 & 2013-14 .

12. The bidder should not have ever been blacklisted by KVS or any other Government organization for which they are required to submit an affidavit on stamp paper of appropriate value, duly notarized .
13. The bidder should be well established & registered firms/company/ Original Equipment Manufacturer (OEM) dealing with and having expertise in the field of sports articles, kits and equipment in support of which they have to submit self attested copies of at least three supply/work orders from any Central Government Organisation or State Government Organisation or PSU or Autonomous Body or any other reputed organization
14. The Bidders are also required to submit duly filled in Pre-Contract Integrity Pact enclosed with the Tender at Part-IV .
15. The Bidders are required to submit copy of certificate of Original Equipment Manufacturer or the Authorised Dealership Certificate , as the case may be , along with the bid. In case, the bidder is neither OEM nor the Authorised Dealer for any or all of the items specified in the Financial Bid , then they shall have to submit an affidavit on stamp paper of appropriate value , duly notarized, certifying that the sports articles and kits shall be purchased from OEM or the Authorised Dealer.
16. The successful bidder/supplier shall have to furnish proof such as copy of delivery challan, invoice etc. along with the bills to the effect of purchasing the items supplied from the OEM/ Authorised Dealer.
17. The Bidders should have Permanent Account Number which should be mentioned in the Bidding document at Part-II in support of which self attested copy of PAN Card should be attached along with the bid.
18. The Bidder should be duly registered under the relevant VAT Act and in support whereof TIN No. should be mentioned in the bid in support of which self attested copy of VAT Registration Certificate should be attached along with the bid.
19. Earnest Money Deposit (EMD) or Bid Security :
 - (a) The EMD of Rs 35,000/- (Thirty Five thousand only) will be deposited by the tenderer through Demand Draft/ Pay order drawn in favour of the “ Regional Sports Control Board A/c “ and payable at Varanasi along with the bid. In the event of acceptance of tender, the amount of Earnest money (EMD) will be adjusted against the performance security . The bid without EMD will be rejected summarily. The Govt agencies, if any, will be exempted from depositing the EMD but in the event of acceptance of tender, they will have to deposit Performance security as mentioned earlier.
 - (b) The EMD is to remain valid for a period of 45 days beyond the final bid validity period.
 - (c) The EMD of those firms whose tenders are not approved will be refunded the original DD/Pay order deposited with the tender form without any interest.
20. Performance Security :

The Performance Security deposits will be 10% of the total value of supply order and should remain valid for a period of 60days beyond the date of completion of all contractual obligations of the supplier including warranty obligations . The EMD amounts will be adjusted against the performance security in case of successful bidder and the balance amount of performance security shall be deposited by them on

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intimation of them being the L1 bidder and before placing of the supplying order. No interest shall be payable on performance security.

21. These instructions and the terms & conditions to the tenderers are to be duly signed and duly stamped with seal of the firm by the tenderers on each and every page and returned with the tender and shall form part of the bid.
22. All the information required to be filled in the Pricing document should be filled in completely and correctly.
23. The bidder must fill up the Brand Name/Make and the Product Name /Item Code of all the sports items in the Columns V & VI of the Pricing Document at Part-III of the tender document. In case, it is not filled up the bidder shall not be considered for evaluation against that item.
24. The tenderer shall quote rates inclusive of all taxes etc., as applicable on and for the work under consideration , by whatever named called and of whatsoever nature. **The tax and like element, as mentioned earlier, should not be mentioned or quoted separately. If quoted separately, the bid shall not be accepted and shall be rejected.**
25. Rates quoted should be inclusive of freight , cartage , transportation , handling , loading & unloading charges and all other incidental charges ,by whatever name called , incurred to deliver goods at owner's place of delivery that is KV, BHU, BHU Campus, Varanasi . Any separate mention of the above items/elements shall render the bid liable for rejection i.e. **if above items/elements are quoted separately, the bid shall not be accepted and shall be rejected.**
26. Rates quoted should also be inclusive of printing & embossing charges on wearable, stitching, packing and all other incidental charges, by whatever name called. Any separate mention of the above items/elements shall render the bid liable for rejection i.e. **if above items/elements are quoted separately, the bid shall not be accepted and shall be rejected.**
27. Rates should be quoted for all the items as mentioned in the pricing document . **If the rate is not quoted for any item as given in the financial bid or pricing document, then the rate for that item shall be taken as zero and the bidder shall not be considered for evaluation against that item** . No representation or communication in this regard shall be entertained.
28. No amendment/changes in the rate except for increase in the rates of Sales Tax/ VAT during the period of execution of the contract duly supported with Government Notifications will be accepted.
29. **Validity of Quotations:** The rates quoted and the quotations shall remain valid for a period of 4 months from the last date of submission of bids or up to the execution and conclusion of assignment under this tender whichever is later.
30. The quantity of articles indicated in the attached Pricing Document are merely tentative and estimated quantities only and may increase or decrease depending upon the actual requirement and at the discretion of the undersigned without assigning any reason.
31. **Tolerance Clause :**It is further clarified that the quantities for the said materials as shown in the pricing document , may get varied. Hence, the purchaser reserves the right for fifteen percent (15%)variation (Plus/Minus) in the quantities of the sports articles or kit while placing the supply order as the rates to be quoted are for the estimated quantities only.
32. **Conditional & Incomplete tenders are liable to be summarily rejected.** No representation or communication in this regard shall be entertained.

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33. **There should not be any overwriting or corrections in the tenders.** If the figure is required to be amended, it should be neatly scored out, the revised figure should be written above and the same should be attested with signature and date, **otherwise the tender will be liable for summarily rejection.**

34. **Each bidder shall submit only one tender. The bidders should not be interconnected or sister concerns in any manner . Also there should be no collusion between the parties.**

35. Telex or facsimile tender are not acceptable.

36. **Unresponsive tenders :** The following kind of tenders will be treated as unresponsive tenders :

- i) Not meeting the qualifying criteria i.e. not registered with the appropriate authorities for carrying out the described works and not registered under relevant acts and laws in force, not furnishing the declaration regarding blacklisting on stamp paper , not confirming to the terms and condition of contract etc.
- ii) Tender not enclosed with the required DD/PO of EMD amount and tender document cost of Rs 250/- .
- iii) Unsigned tender document/terms & conditions/bidding document without price /pricing document.
- iv) The tenderer not agreeing to any of the terms & conditions so listed.

37. **Display & Submission of Samples :**

The L1 tenderer shall be required to submit/display the sample or specimen of each & every item to be supplied at a particular venue and on a particular date & time which shall be communicated to the L1 tenderer at appropriate time . The sample / specimen so submitted shall be checked, examined and evaluated by a separate committee, duly constituted and authorized by the undersigned , with reference to the specifications & make of the items for which the rates have been called and if the sample / specimen so submitted/displayed conforms to the specifications & make of the items for which the rates have been called , then only order for the supply shall be placed to the tenderer and the items supplied should be in conformity with both the specifications & make of the item as specified in the tender and the sample displayed-cum-approved by the KVS. If the specifications & make of the items submitted / displayed by the L1 tenderer is not in accordance with the specifications & make of the items for which the rates have been called, the L1 tenderer shall be asked to submit the items for display-cum-approval in accordance with the specifications & make of the items as specified in the tender document and on failure to do so, the Earnest Money Deposit (Bid Security) of the L1 tenderer shall be forfeited and the L1 tenderer shall be blacklisted .

38. **Evaluation of quotations:**

The purchaser will evaluate and compare the tenders (Pricing document) determined to be substantially responsive.

The evaluation of tender shall be done item-wise. The bidder, who has not quoted rate or Brand/Make or Item Code/Product Name for any sports item, shall not be considered while evaluating L1 for that item.

39. **Award of contract:**

- a) **The purchaser will award the contract to the bidder whose quotation has been determined to be substantially responsive and who has offered the lowest price as explained earlier.**
- b) The successful bidder shall be required to display the items for inspection & approval by the designated committee.
- c) The bidders whose bid is accepted will be notified of the award of the contract by the Office after approval of the specimen by the designated committee and prior to expiration of the bid validity period.

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- d) The Notification of Award shall clearly specify any change in the unit price or any other terms and conditions accepted.
- e) Notwithstanding the above, the purchaser reserves the right to accept or reject any quotation and to cancel the bidding process and reject all quotations at any time prior to the award of the contract.
- f) The EMD of successful bidders will be converted into performance security for the period of contract.

40. The undersigned does not bind him-self to accept the lowest quotation and reserves the right to accept the quotation in whole or, in part, i.e. with respect to all the articles mentioned in the attached statement or in respect of any one or more than one article specified in the attached statement as may be decided. Accordingly, **the undersigned reserves the right to reject any or all tenders without assigning any reasons thereof.**

41. It would not be binding upon the authority to accept the lowest tender. The authority reserves the right to accept the tender in whole or in part, as may be decided.

42. **KVS, taking into account the past performance of the party , reserves the right to reject the tender.**

43. On acceptance of the quotation, it will become a contract and the contractor shall be bound by the terms and conditions of the quotation and shall have to abide by all the terms and conditions of contract.

44. **Time Limit for supply :**

The L1 tenderer has to submit /display the sample or specimen of each & every item to be supplied with in two days of the issue of the intimation of the fact it has been shortlisted as L1 tenderer and on acceptance and approval of the sample , the sports articles and kits are to be supplied within 20 days of the date of issue of supply order.

45. **The supplies received, if not found as per specifications, are liable to be rejected.**

46. The sports kit and the sports articles to be supplied are to be properly packed in accordance with the instruction which shall be issued by the undersigned in the supply order.

47. **Penal Clause :**

If the supplier fails to supply any quantity of materials within the time stipulated in the supply order, the undersigned will be at liberty to cancel the order and procure the materials from other sources and the Performance security amount shall stand forfeited. In case of partial supplies, a penalty @ 1% of the balance value shall be deductible for first 3 days, for the next 3 days @ 2% and for the next 3 days @ 5%. However, in case of delay on account of unavoidable and beyond control circumstances of the supplier, necessary permission will be taken from the undersigned for extension of the time limits.

48. **Payment :**

Payment shall be made within 60 days after the completion of the assignment as specified by KVS RO Varanasi.

49. Income Tax and other taxes, if any, will be deducted as per Income Tax Act and rules and other laws and rules in force.

50. **The bidder shall provide the normal commercial warranty/guarantee as are applicable to the articles supplied under the contract along with the bill/invoice raised by the party for payment.**

51. In case of any dispute as regards tender, the decision of the Deputy Commissioner shall be final and binding.

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52. In case of any litigation, the courts at Allahabad only shall have the jurisdiction for deciding the case according to Indian Law in force.

53. False Information:

If at any stage it is found that any bidder has furnished any false, bogus and incorrect information and/or document, the EMD in respect of such bidder shall be forfeited. Further, if during the performance of the contract, it is noticed that the contract has been obtained by furnishing any false , bogus or incorrect information and/or document , the contract for the supply of articles shall be terminated and the performance security and all other payments due to the supplier/ contractor under this contract shall be forfeited and the contractor shall be liable to be blacklisted .

54. Last date and time of receipt of quotations:

You are requested to submit the sealed tenders at KendriyaVidyalayaSangathan, Regional Office, BHU Campus, Adjacent to Kendriya Vidyalaya , BHU, Varanasi superscribing on the envelope as “Tender for the Supply of Sports Material “ **latest by 14.00 Hrs on 02.09.2014. The tender shall be opened at 16.00 hrs on the same day. The bidders or their representatives who choose to be present at the time of opening of tenders are invited to do so** for which they must possess the Authority letter duly issued by the agency authorizing the person to be present at the tender opening.

(P.V.Sai Rangarao)
Deputy Commissioner
KVS, Regional Office
BHU Campus, Varanasi

AGREEMENT

I/We have gone through all the above terms and conditions as referred to at Sl. No. 1 to 54 and we agree upon them in totality.

(Signature of the Proprietor / Manager)

Full Name :

Date :

Rubber stamp/Seal of the firm :

TIN/VAT No. of the firm :

Witness: 1

Witness: 2

Signature of the Bidder with Stamp.....

Signature :

Signature

Name :

Name :

Occupation :

Occupation :

Address :

Address :

Contact No.

Contact No.

Signature of the Bidder with Stamp.....

PART-II

BIDDING DOCUMENT WITHOUT PRICE

- 1.1 Name of the firm :
- 1.2 Nature of the firm :
(Sole Proprietorship/Partnership firm/Company)
- 1.3 Postal Address of the firm :
- 1.4 Telephone No. , Fax No. & Email ID of the firm :
- 1.5 PAN Number :
- 1.6 Self attested copy of PAN Card (Attached or not) : Attached / Not Attached
- 1.7 VAT/TIN Number :
- 1.8 Self attested copy of VAT/TIN Registration Certificate : Attached / Not Attached
(Attached or not)
- 1.9 Self -attested copy of Trading & P/L A/c and Balance Sheet
Duly certified by Chartered Accountant showing annual
Turnover of Rs. 15.00 lacs, each for the last three years
i.e. 2010-11,2011-12 & 2012-13 (Attached or not) : Attached / Not Attached
- 2.0 Self -attested copy of Income Tax Return
each for the last three assessment years i.e. 2011-12,2012-13 : Attached / Not Attached
& 2013-14 (Attached or not)
- 2.1 Duly signed Terms & Conditions as in PART-I
of the tender document ((Attached or not) : Attached/Not Attached
- 2.2 Details of the clients (Central/State Govt/PSU/
Autonomous Body/Reputed Organisation)

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- for which supply of sports articles made : i)
- ii)
- iii)
- 2.3 Self attested copy of Supply/Work Order in support of above (Attached or not) : Attached/Not Attached
- 2.4 Affidavit , duly notarised, by the bidder that it has never been blacklisted on stamp paper of appropriate value. (Attached or not) : Attached / Not attached
- 2.6 Details of Earnest Money Deposit (EMD) :
-
- : Attached/ Not attached
- 2.7 Details of Tender Document Cost :
-
- : Attached/ Not attached
- 2.8 Duly filled in & signed Pre-Contract Integrity Pact (Attached or not) : Attached/Not Attached
- 2.9 OEM /Authorised Dealership Certificate or Affidavit on stamp paper of appropriate value that supplies shall be made after purchase from OEM/Authorised Dealer : Attached/Not Attached
- 3.0 Whether all the enclosures have been signed with seal by the Owner/Partner/Director : Yes/No.
- 3.1 Total number of pages of enclosures :

Note :

Signature of the Bidder with Stamp.....

1. All the documents submitted with this form should be self-attested and stamped by the bidder.
2. Bidder will not enclose any other additional documents other than asked above.
3. All the pages of the above enclosures will be serially numbered and the total number of enclosed pages should be mentioned at point 3.1 above.

It is certified that I/We have read and understood the terms & conditions and the technical specifications and other conditions as set out in the tender document and agree to abide by them in totality .

It is further certified that all the information given above are true and correct and all the documents enclosed are genuine and correct and I/We also understand that if any information or document is found incorrect or bogus subsequently , the action as set out in the tender document shall be taken against me/us.

**Signature of the bidder/
Authorised person with seal**

Date :

Place :

Signature of the Bidder with Stamp.....

Check List of Enclosures with Bidding document

1. The Demand Draft/Pay Order for Rs 35,000/- (Thirty five thousand only) towards EMD amount and Rs 250/- towards cost of tender document.
2. Self-attested copy of PAN card.
3. Self-attested copy of Sales Tax Registration/ VAT Registration certificate.
4. Self attested copy of Trading & Profit & Loss Account and Balance sheet of the firm/organisation duly certified by Chartered Accountant for the last 3 years i.e for 2010-11, 2011-12 and 2012-13.
5. Self attested copy of Income Tax Return of the firm/organisation for the last 3 assessment years i.e. for 2011-12,2012-13 & 2013-14.
6. Duly signed & stamped , on each & every page, Terms & Conditions along with Agreement as set out in Part-I of the tender document in token of accepting them all unconditionally and in totality.
7. List of at least three similar type of works executed by the firm with complete details of the organization for which executed, when executed and the value of works so far along with self attested copy of the supply/work order received from such firms/ organisation.
8. An affidavit on non-judicial stamp paper of Rs 100/- duly notarised declaring that the firm has never been blacklisted by any organisation/institution or department.
9. Duly filled-in & signed Pre-Contract Integrity Pact.
10. OEM/Authorised Dealership Certificate or Affidavit on stamp paper of appropriate value that the supplies shall be made after purchase from OEM/Authorised Dealer, as the case may be.

Signature of the Bidder with date & Seal of the Firm

Signature of the Bidder with Stamp.....

PART-III
PRICING DOCUMENT

SN	Name of the Items	Specifications	Estimated Quantities	Brand/Make	Product Name/Item Code	Rate Per Unit /Per Packet /Per Pair in Rs.
I	II	III	IV	V	VI	VII
1	TRACK SUIT					
A	Super Poly	Track Suit Super Poly Cloth with 1.1 KG weight in 42 (XL) size "Upper Jacket made Red with Green Strips & fitted with good standard Zip, Including Front Side rubber Printing:- KVS New Logo, Back Side rubber Printing :- K. V. S. VARANASI REGION"	550			
2	PLAYING KITS					
A	Athletics - Vest & Short Front Side rubber Printing:- KVS New Logo Back Side rubber Printing :- K. V. S. VARANASI REGION	Cloth – POLY SQUARE WITH DRYFIT (Size – 28 to 46)	60			
B	Basket Ball:-T-Shirt (Sleeve Less) & Basket Ball Short With No. rubber Printing No. 04 to 15 (BACK SIDE) Front Side rubber Printing:- KVS New Logo, Back Side rubber Printing :- K. V. S. VARANASI REGION"	Cloth – – POLY SQUARE WITH DRYFIT (Size – 28 to 46)	24			
C	T-Shirt (Half-Sleeve) & Short (Numbering	Cloth – – POLY SQUARE WITH	500			

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	according to Game) Front Side rubber Printing:- KVS New Logo, Back Side rubber Printing :- K. V. S. VARANASI REGION"	DRYFIT (Size – 28 to 46)				
D	Boxing:- T-Shirt (Half-Sleeve), & Shorts (Blue& Red Combination) Front Side rubber Printing:- KVS New Logo, Back Side rubber Printing :- K. V. S. VARANASI REGION"	Cloth – – POLY SQUARE WITH DRYFIT (Size – 28 to 46)	10			
E	Cricket (White): T-Shirt & Trouser Front Side rubber Printing:- KVS New Logo, Back Side rubber Printing :- K. V. S. VARANASI REGION"	Cloth – SUPREME DRY FIT WITH OFF WHITE (Size – 28 to 46)	32			
F	Rope Skipping:- Skin Suit joint with Shorts & T-Shirts Front Side rubber Printing:- KVS New Logo, Back Side rubber Printing :- K. V. S. VARANASI REGION"	Cloth – Lycra (Size – 28 to 46)	32			
G	Shooting:- T-Shirt (Half-Sleeve) & Trouser (Super Poly) Front Side rubber Printing:- KVS New Logo, Back Side rubber Printing :- K.V.S.. VARANASI REGION"	Cloth – – POLY SQUARE WITH DRYFIT (Size – 28 to 46) Trouser (Super Poly)	5			
H	Skating:- Skin Suit joint with Shorts & T-Shirts Front Side rubber Printing:- KVS New Logo, Back Side rubber Printing :-K.V.S. VARANASI REGION"	48 Cloth – Lycra (Size – 28 to 46)	20			
I	Swimming Costume for Men's(U-Shape)	Cloth – Lycra (Size – 28 to 46)	10			

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J	Swimming Costume for Women's,	Cloth – Lycra (Size – 28 to 46)	5
			
			
K	Taekwondo Dress	Standard Quality	30
			
			
L	Judo Dress	Standard Quality	15	.....	.....	.....
			
			
M	Volley Ball LibroKit : -T-Shirt (Half-Sleeve) & Short With No Printing No. Front Side rubber Printing:- KVS New Logo, Back Side rubber Printing :- K.V.S. VARANASI REGION"	Cloth – – POLY SQUARE WITH DRYFIT (Size – 28 to 46)	4	.....	.....	.....
			
			
N	T- Shirt & Shorts With Pocket for Coaches Front Side rubber Printing:- KVS New Logo, Back Side rubber Printing :- "K.V.S. VARANASIREGION"	Cloth – POLY SQUARE WITH DRYFIT (Size – 28 to 46)	35	.....	.....	.....
			
			
O	Goal Keeper Kit Hockey (Full Set of 12)	Standard Quality	2
			
			
P	Goal Keeper Kit Football	Standard Quality	2
			

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Q	Goal Keeper Kit Handball	Standard Quality	6
			
R	Gloves for Shooting	Standard Quality	5
			
S	Shin Guard	Standard Quality	65	.....	.....	.....
			
T	Cap & Goggles (Swimming)	Standard Quality	10	.....	.....	.....
			
U	Ear Guard For Shooting	Standard Quality	5	.....	.....	.....
			
3	SKATING ACCESSORIES					
A	Inline Skates with Shoes	Inline Skate Breathable Shell PU Wheels With Shoes	10
B	Quad Skates With Shoes	Shoe with Hyper Wheel	10

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C	Skating Head Guard	Standard Quality	20
4	Socks (White)	Socks Cotton Lycra	510
5	Stocking (Double Net)	Top Elastic in cotton Lycra Mix standard Quality	40	.....	.....	.....
6	BOXING ACCESSORIES			.....	.....	.....
A	Boxing Gloves 10 Ounce	STANDARD QUALITY (Approved by I.B.F.)	10	.....	.....	.....
B	Head Guard Full Leather	STANDARD QUALITY (Approved by I.B.F.)	10
C	Wrist Band	Approved by I.B.F.	10

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D	Gum Shield	Approved I.B.F.	by 10
			
			
7	SHOES					
A	Sports Joggers Shoes	Standard Quality	500
			
			
B	Athletics Running Spikes (Iron Nails)	Standard Quality	60	.....	.....	.....
			
			
C	Athletics Running Spikes (Fiber Nails)	Standard Quality	60	.....	.....	.....
			
			
D	Badminton Shoes	Standard Quality	20	.....	.....	.....
			
			
E	Basket Ball Shoe	Standard Quality	24
			
			
F	Boxing Shoe	Standard Quality	10

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G	Cricket Shoe	Standard Quality	32
			
H	Football BOOT	Standard Quality	18
			
I	Hockey Shoe	Standard Quality	20
			
8	TAEKWONDO ACCESSORIES					
A	Taekwondo Head Guard	Standard Quality (as per T.F.I.)	30	.....	.....	.....
			
B	Taekwondo Chest Guard All size	Standard Quality (as per T.F.I.)	30	.....	.....	.....
			
C	Taekwondo Shin Guard	Standard Quality (as per T.F.I.)	30	.....	.....	.....
			

Signature of the Bidder with Stamp.....

			
D	Taekwondo Elbow Guard	Standard Quality (as per T.F.I.)	30	.....	.....	.....
			
E	Kick Pads Single	Standard Quality (as per T.F.I.)	30	.....	.....	.....
			
F	Kick Pads Twin	Standard Quality (as per T.F.I.)	30	.....	.....	.....
			
G	Hands Glove Visual Fingure	Standard Quality (as per T.F.I.)	30	.....	.....	.....
			
H	Toe Guard	Standard Quality (as per T.F.I.)	30
			
9	ANKLETS	STANDARD QUALITY	60
			
10	KNEE CAP					

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A	With Pad	STANDARD QUALITY	30
			
			
B	Without Pad	STANDARD QUALITY	30
			
			

It is certified that I/We have read and understood the terms & conditions and the technical and financial specifications and other conditions as set out in the tender document and agree to abide by them in totality.

I/We further certify that the rates have been quoted in accordance with the tender document and I/We fully understand the method of evaluation of the financial bid.

Date:

**Signature of the Bidder/
Authorised person with seal**

Place:

Signature of the Bidder with Stamp.....

PART-IV

PRE-CONTRACT INTEGRITY PACT

Place: - _____

Date: - _____

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made onday of the month of 2013, between, on one hand, the Commissioner of KVS acting through Shri P.V.Sairangarao, Designation Deputy Commissioner the officer of KV/RO/ ZIET/KVS(HQ) (hereinafter called the "BUYER", which expression shall mean and include, **unless** the context otherwise requires, his successors in office and assigns) of the First Part and M/s represented by (hereinafter called the "BIDDER/Seller", which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure Sports Material & Kits as per the supply order and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the Bidder is a proprietorship concern/partnership firm /private company/public company/Government undertaking/registered export agency agency, constituted in accordance with the relevant law in the matter and the BUYER is a Autonomous Body under Ministry of HRD performing its functions on behalf of the President of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/Prejudiced Dealing prior to, during and subsequent to the currency of the contract to be entered into with a view to :-

Enabling the BUYER to obtain the desired said stores/equipment at a comparative price in conformity with the defined specification by avoiding the high cost and the distortionary impact of corruption on public procurement, and Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in **order to secure** the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices, and the BUYER will commit **to prevent corruption**, in any form, by **its officials by following transparent** procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of the BUYER

- 1.1 The BUYER undertake that no **official of the BUYER** connected directly or indirectly with the contract, **will demand, take a promise for or accept**, directly or through intermediaries, **any bribe, consideration, gift, reward, favour or any material or immaterial benefit** or any other **advantage** from the BIDDER, **either for themselves or for any person, organisation or third party related to the contract in exchange' for an advantage** in the bidding process bid evaluation, contracting or implementation process related to the contract.
- 1.2 The BUYER will, during the pre.-contract stage, treat **all BIDDER alike and will provide to all BIDDERS the same information and will not provide any such information to any particular**

Signature of the Bidder with Stamp.....

BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

- 1.3 All the officials or the BUYER will report to the appropriate Government office any attempted or completed breaches or the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the FJIYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to 'secure the contract' or in furtherance to secure it and in particular commit itself to the following:-
 - 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding,- evaluation, contracting and implementation of the contract.
 - 3.2 The BIDDER further undertakes **that it has not given** , offered or promised to give, directly or indirectly any **bribe , gift, -consideration,** reward, favour, any material or **immaterial benefit or other advance** commission, fees, brokerage **or inducement to any official of the BUYER** or otherwise in procuring **the Contract or forbearing to do or** having done any act in relation **to the obtaining or execution of the** contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any **person in relation to the** contract or any other contract with the Government.
 - 3.3* BIDDERS shall disclose the name and address of agents and representative and Indian BIDDERS shall disclose their foreign principals or associates.
 - 3.4* BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
 - 3.5* The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/ **authorised** government sponsored export entity of the defense stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of - its functionaries, whether officially or unofficially **to the award** , of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
 - 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the

Signature of the Bidder with Stamp.....

contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members agents brokers or any other intermediaries in connection with the contract and the details of service agreed upon for such payments.

- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage **in exchange for any corrupt** practice, unfair means and illegal **activities**.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such Information is divulged.
- 3.10 The BIDDER commits to refrain' from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, **is a relative** of any of the officers of the BUYER, or alternatively, if any **relative of** an officer of the BUYER has financial interest/stake in the BIDDER's firm the shall be disclosed by the BIDDER at the time of filing of tender.

The term relative for this purpose would be as defined in Section 6 of the Companies Act 1956.

- 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4. Previous Transgression

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or-the contract, if already awarded, can be terminated for such reason.

5. Earnest Money (Security Deposit)

- 5.1 While submitting commercial bid, the BIDDER **shall deposit** an amount (to be specified in RFP) as Earnest Money/Security Deposit with the BUYER through any of the following instruments:
- i) **Bank Draft** or a Pay Order **in favour of as mentioned in Tender/Supply order.**

Signature of the Bidder with Stamp.....

- ii) A confirmed **guarantee** by an **Indian Nationalised Bank**, promising payment of the **guaranteed**, sum to the BUYER on demand within three working days without **any demur whatsoever and without seeing any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.**
- iii) Any other mode or through any other instrument (to be specified in RFP).
- 5.2 The Earnest Money/Security Deposit shall be valid upto 45 days beyond the Bid validity period **or the complete conclusion of the contractual obligations to the** complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.
- 5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by t-he. BUYER to forfeit the same without assigning any reason for, imposing sanction for violation of this Pact.
- 5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

Sanctions for Violations

- 6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-
- (i) To immediately call off the pre contract **negotiations** without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) **would continue.**
 - (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER the BUYER shall not be required to assign any reason therefore.
 - (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - (iv) To recover all sums already paid by the BUYER, **and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2%. higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores such outstanding payment could also be utilised to recover the aforesaid sum and interest.**
 - (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
 - (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
 - (vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.
 - (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing-the contract.
 - (ix) **In cases** .where irrevocable Letters of Credit have been received'in respect of any contract signed by the BUYER-with the BIDDER, the same shall not be opened.
 - (x) Forfeiture of **Performance Bond in case of a decision by the BUYER to for forfeit the same without** assigning any reason for imposing sanction for violation of this Pact.

Signature of the Bidder with Stamp.....

- 6.2 The Buyer will be entitled to take all or any the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent Monitor(s) appointed for the purposes of this Pact.

7 Fall Clause

- 7.1 The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems **at a price lower than that offered in the Present** bid in respect of any other Ministry/ **Department of the**. Government of India or PSU and if it is found at any **stage that** similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present **case** and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

8. Independent Monitors

- 8.1 The BUYER may appoint Independent **Monitors** (here in after refer as Monitors) for this Pact in consultation with the **Central** Vigilant Commission (Names and Addresses of the Monitors **to be given**). On such appointment, it shall be communicated to the bidder.
- 8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent **the parties** comply with the **obligations** under this Pact.
- 8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the " right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the 'BUYER including, that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be, under contractual' obligation to treat - the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relation between the parties. The parties will offer to the Monitor the option to participate in such meeting.
- 8.8 The Monitor will submit a written report **to the designated BUYER/Secretary in the Department/** within

Signature of the Bidder with Stamp.....

8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9. Facilitation of investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

11. Other Legal Actions.

The actions stipulated 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.

12. Validity

12.1 The validity of this Integrity Pact shall be from date of its signing and extended upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this integrity Pact at _____ on _____

BUYER

BIDDER

Name of the Officer

CHIEF EXECUTIVE OFFICER

Designation

Department/Ministry/PSU

Witness

Witness

1. _____

1. _____

2. _____

2. _____

Signature of the Bidder with Stamp.....