Price: Rs 1000/-

KENDRIYA VIDYALAYA SANGATHAN REGIONAL OFFICE, JNU CAMPUS, NEW MEHRAULI ROAD, NEW DELHI-110067

TENDER DOCUMENT FOR PROCUREMENT OF SPORTS MATERIAL (2014-15)

KENDRIYA VIDYALAYA SANGATHAN

REGIONAL OFFICE, JNU CAMPUS, NMR, NEW DELHI -110067

TENDER NOTICE

Sealed quotations are invited by the undersigned on behalf of the RSCB, RO Delhi from the registered firms/manufacturers/dealers for supply of sports goods/articles. The tender document containing all the descriptions/specification of sports articles and terms & conditions may be obtained from the KVS Regional Office, JNU Campus, New Mehrauli Road, New Delhi-110067 by paying Rs 1000/- (non-refundable) in cash or DD/Pay order drawn in favour of "Regional Sports Control Board, Delhi" on or before 08-09-2014 by 1200 hrs or downloaded from the website of this office www.kvsrodelhi.org for use by the bidders.

Deputy Commissioner

PART -I (Envelop-A)

NOTICE INVITING TENDER and TERMS & CONDITIONS

Sealed quotations under TWO BID System are invited from the registered firms/manufacturers/dealers for supply of sports goods/articles. The tender document containing all the descriptions/specification of sports articles and terms & conditions may be obtained from the KVS Regional Office, JNU Campus, New Mehrauli Road, New Delhi-110067 by paying Rs 1000/- (non-refundable) in cash or DD/Pay order drawn in favour of "Regional Sports Control Board, Delhi" on or before 08-09-2014 by 1200 hrs or downloaded from the website of this office www.kvsrodelhi.org for use by the bidders. In case of downloaded tender, the document fee of Rs 1000/- (non-refundable) must be enclosed. The firms/agencies are also required to carry adequate financial status with an annual turnover of Rs 50 Lacs for the last two-three years and a solvency status of Rs 20 Lacs from their bankers. Technical & Financial bids to be submitted in separate sealed envelopes "A" and "B".

As per the tender document there shall be two types of bids namely **Technical bid and Commercial bid**. The technical bid and commercial bid should be sent in separate sealed envelopes marked as "A" and "B" respectively, addressed to the Dy Commissioner, KVS RO Delhi. The technical bid should accompany the Earnest Money Deposit of Rs 1,00,000/- in the form of account payee demand draft/banker's cheque of any scheduled bank in favour of "Regional Sports Control Board, Delhi" for the amount as mentioned above. The tenders containing technical bid and commercial bid in separate envelopes as above should be put and sealed in an outer cover (bigger envelope) superscribed as "Tender for Sports Material" due on 08-09-2014 and addressed to Dy Commissioner, KVS RO Delhi. The tenders will be received upto 1400 hrs on 08-09-2014. The tender received after stipulated date and time shall not be considered and liable to be summarily rejected.

The technical bids in envelop "A" will be opened on 08.9.2014 at 1600 hrs in the presence of the representative/s of the bidders, who wish to be present (with proper photo identity authenticated by the firm), in the Chamber of the Dy Commissioner, KVS Regional Office, JNU Campus, New Mehrauli Road, New Delhi -110067. The tenders not conforming to the requirements mentioned above and as laid down in the terms and conditions or not accompanied by earnest money are liable to be rejected summarily. *All pages of the tender should be signed by the bidder with seal*. The technical and commercial bids shall be duly filled in and submitted in original. The writing should be clear and legible. All columns in the tender documents should be filled up. Attach Separate sheets wherever necessary.

1. Description of work : Sports goods viz Track Suits, Playing Kits, palying equipments and other sports goods etc.

2. Volume of work : As given in the Commercial bid in Part-III.

3. Specifications of the items : As per attached Part- III.

4. Owner : KVS RO Delhi

5. Earnest Money Deposit : Rs. 1,00,000/- One Lac only.

(by DD/PO favouring "Regional Sports Control Board" payable at New Delhi).

6. Time of Completion : 10 days from date of placing each supply order.

7. Performance Security Deposit : Upto 5% of the billed Value for upto 60 days after completion of supplies.

8. Schedule of submission : Up to 1400 hrs on 08.9.2014 at KVS RO Delhi

9. Date & time of opening Tender : 1600 hrs on 08.9.2014

TERMS & CONDITIONS

- 1. Sealed quotations for the supply of Sports Articles are invited by the undersigned, in the capacity of Chairman, Regional Sports Control Board, Delhi on behalf of the RSCB, RO Delhi from the registered firms/ manufactures/ dealers up to 1200 hrs on <u>08.9.2014</u> in the sealed cover marked as <u>"Quotation for the supply of Sports Articles"</u>, as per enclosed list and not by the name. The quotations will be opened in the office of the undersigned at 1600 hrs on <u>08.9.2014</u> However, in case the date of opening is declared a Government Holiday or office is closed for any reasons whatsoever, the tenders will be opened on following working day at scheduled time 1600 hrs.
- 2. This document states the complete information of date of submission & opening of tenders, period allowed for the work etc. The tenderers shall be deemed to have studied the items, specifications and details of the supplies to be made within the time schedule attached and to have acquainted himself/ themselves with the conditions attached. The bidders/their representatives are permitted to be present at the time of the opening of the tenders.
- 3. The rates are to be quoted in whole rupee (not in paise) and should be F.O.R. at Delhi inclusive of all taxes as applicable and also should include transportation cost, excise duty, freight any other rates or imposition whatever liable in respect of the supplies freight etc. Only in the event of acceptance of the quotation, supply order will be issued to the firm. The responsibility of mentioning correct rate lies with the firm/ Tenderer. The rates quoted by the contractor shall hold good up to **One year**. No amendment in the rates, even any increase in the rates of Sales Tax/ VAT during the period of execution of the contract will be accepted. It is further termed that in case the quoted rates are found to be more than MRP, the firm shall be blacklisted without prejudice to any other appropriate action, as may be deemed fit, whatsoever.
- 4. There should not be any overwriting or corrections in the quotation. If a figure is to be amended, it should be neatly scored out, the revised figure should be written above and the same should be attested with full signature by the same signatory with stamp, who signed the quotations, in the absence of the attested corrections the quotations is liable to be rejected.
- 5. The undersigned does not bind himself to accept the lowest quotation for its execution 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 on article specified in the attached statement.

- 6. The person/ persons whose quotation is/are submitted/ accepted, hereinafter called the Contractor, shall deposit an earnest money of Rs. 1,00,000/- (Rupees One Lac only) along with the Technical Bid. The same will be refunded in the event of rejection of quotation. The earnest money will be forfeited in the event of failure to comply with the contract. In the event of acceptance of the quotation, the earnest money will be adjusted towards Security Deposit/ Performance Security which shall be payable @ upto 5% of the approximate total cost. The quotations without Earnest Money Deposit, whatsoever, will not be accepted in accordance with Article 180(iv) of the Accounts Code of KVS.
- 7. The applicant bidder must have sound financial health and carrying a turnover of atleast Rs 50 Lacs during last 2-3 years (2011-12, 2012-13 and 2013-14) from the **business of sports goods/articles** and a Solvency certificate of Rs 20 Lacs from the bankers. To ensure this, at least three copies of work orders valuing not less than Rs. 7.5 Lacs each or one copy of single work order valuing not less than Rs 20 Lacs during the last two-three years from Central/State Govt./PSUs/reputed organization be attached. However, given the credentials of the bidder, the undersigned reserves all the rights of any discretion in this regard.
- 8. The firm should never have been blacklisted by any Govt./Pvt. Organization as on date. The same needs to be submitted on an affidavit duly notarized. Apart from this, the bidder shall be required to submit Integrity pact as enclosed with the tender document.
- 9. On acceptance of the quotation, it will become a *Rate Contract* and the contractor shall be bound by the terms and conditions of the quotation. If the contractor fails to supply the article/provide services within the time stipulated in the letter of acceptance by the undersigned, the undersigned shall be at liberty to purchase the article from the market or get the rest of the contract completed by any other person(s) or firm and the difference of price, if any shall be deducted from the earnest money/ security deposit and in case any amount in excess of the security deposit is paid by the undersigned, the contractor shall be liable to pay this amount.
- 10. The copy of OEM/ Dealership of the quoted brand needs to be enclosed with tender form. As such, the firm other than the OEM selected for supplying the sports articles, may be required to furnish proof alongwith the bills to the effect of purchasing the said brand articles from the authorized dealer/OEM during the period of contract in currency viz., delivery Challan etc., in order to ensure the genuinity of the branded supply.

- 11. Prior to the acceptance of the quotation, the undersigned reserves the right to call for samples or demonstrations, and the contractor shall be liable to supply the samples or give the demonstration **free of cost**. In order to have leverage for the quality products with economy, the rates of Track suits / Playing kits/sports equipment etc have been called for various brands/ categories i.e., Brand...1, Brand...2 and so on.., without specifying any particular brand available in the open market, while giving detailed specifications of the materials. The bidders are at liberty to either quote for any single or multiple brands. The rates quoted by the bidders for **common brands** shall be compared within themselves and the final decision to select the brand/bidder shall be taken by the RSCB accordingly. However, the supply order will be issued for either of the shortlisted category of products only after confirming the quality, rates and other related aspects to the satisfaction of the purchase committee of the RSCB. **The undersigned /RCSB reserves all the rights in this regard**.
- 12. The samples of Track Suits, Kits and Shoes by the shortlisted firms qualifying for financial bids will be brought by the bidders for inspection on the day of opening of financial bid. In the event of acceptance of the quotation and placing of the order for purchase, the articles may be subjected to an inspection by the undersigned or his representatives and are liable to be rejected if the articles supplied are not according to the approved samples or do not confirm to the specification prescribed. Tenderer will have to supply the articles **within 10 days** of the issue of each supply order at a place mentioned in the supply order.
- 13. Along with the quotation a copy of **VAT/ TIN Certificate and Income Tax clearance Certificate / Service Tax etc.** is required to be submitted. The quotation of unregistered firm will not be accepted.
- 14. Sealed envelope will be opened on **08.9.2014 at 1600 hrs** in the office of the undersigned in the presence of tenderers, if any (with proper photo identity authenticated by the firm). Further, decision regarding supply will be taken by the committee after inspection of the articles, specification, quality etc. and decision of the committee shall be final. If the tender is accepted, the payment of the Bill as per the approved rates of the articles will be made by Cheque/DD/RTGS only. The TDS will be deducted as per Income Tax Act & Rules, as applicable.

15. **TOLERANCE CLAUSE**

It is clarified that the quantities for the said materials as shown in the volume of work, may get varied. Hence, the purchaser reserves the right for increment/decrement in the quantities of the articles while placing the supply order as the rates to be quoted are for the estimated quantities only. It is however further clarified that even smaller quantities of the articles may be ordered by the individual KVs, if they wish to do so for their use, and that will be supplied/honored by the supplier to them at the lowest rates of this tender.

16. **UNRESPONSIVE TENDERS**

The following kind of tenders will be treated as unresponsive tenders:

- i) Not meeting the qualifying criteria i.e. carrying required financial/solvency status, regd with the appropriate authorities for carrying out the described works, furnishing the declaration regarding blacklisting on stamp paper etc.
- ii) Tender not enclosed with the required DD/PO of EMD amount of Rs 1,00,000/- (One Lac) and fee amount of Rs 1000/- if applied on downloaded document.
- iii) Unsigned tender document/terms & conditions/pricing bid document.
- iv) The tenderer not agreeing to any of the terms & conditions so listed. The bidder should not impose any counter condition and in such case tender shall be liable to be summarily rejected.
- v) The contractor shall not assign or make over the contract, the benefit or burden thereof to any other person or persons or body corporate. No under letting or subletting to any person or body corporate for the execution of the contract or any other part thereof is permitted under any circumstances.
- False Information: In the event of furnishing false/incorrect/incomplete information by the bidder, the EMD in respect of such bidder shall be forfeited. Further during the performance of the contract, if it is detected that the contract has been obtained by furnishing the false/incorrect/incomplete information in the tender, the agreement is liable to be terminated and performance security and other payments due to the contractor shall be forfeited without prejudice to the contractor liable to be blacklisted accordingly.

17. The undersigned, on behalf of the RSCB, does not bind him-self to accept the lowest quotation for its execution 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. In case of few items being quoted lowest by a bidder other than a bidder who has quoted lowest rates for majority of the items of the tender, the decision, in such a situation, may be taken to award the supply order to the successful bidder for majority of items only, although at lowest rates as quoted by other bidder, so as to facilitate the monitoring/convenience of supplies from a single/more supplier. Accordingly, the undersigned reserves the right to reject any or all tenders without assigning any reasons thereof, either in full or in part.

18. 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.
- (b) The bidder whose bid is accepted will be notified of the award of the contract by the office prior to expiration of the quotation validity period.
- (c) The Notification of award to clearly specify any change in the unit price or any other terms conditions accepted.
- (d) Normal commercial warranty/ guarantee shall be applicable to the supplied goods.
- (e) Payment will be made within 30 days after the delivery of goods and their acceptance.
- (f) Notwithstanding the above, the purchaser reserves the right to accept or reject any quotations and to cancel the bidding process and reject all quotations at any time prior to the contract.

Deputy Commissioner

AGREEMENT

I/We, hereby undertake that all the technical & commercial tender conditions and other terms & conditions mentioned in this document from 1 to 18 or any changed conditions prior to the dead line for submission of bids shall be accepted to us and I/We shall abide by the same fully.

(Signature of Prop / Manager)
Full Name with Date/Rubber stamp
/TIN/VAT No. etc of the firm

PART-II

<u>Technical Bid Form</u> (Envelope "A")

GENERAL INFORMATION ON PROFILE OF THE PRINTER and Attachments

1.1 Name & Address of the firm	:
1.2 Nature of the firm Public/Private/Partnership/Proprietorship	:
1.3 Address with Phone No. & fax1.4 Duly signed Terms & Conditions as in PART-I	: : Attached/Not Attached at Page No
2.0 Three Copies of supply work orders/bills for Rs7.5 Lacs each or One copy of single order for Rs 20 lacs during last 2-3 years(20 11-12, 12-13, 13-14) for sportswear/ articles	Attached/Not Attached at Page No
3.0 Copy of VAT/TIN/Sale Tax Registration No. (as applicable)3.1 Copy of Latest IT return/ClearanceCertificates for 2011-12 & 12-13	Attached/Not Attached at Page No Attached/Not Attached at Page No
3.2 Copy of Latest VAT/ST returns/Clearance Certificates for 2011-12 & 12-13	Attached/Not Attached at Page No
4.0 Copy of Solvency certificate for Rs 20 Lacs issued on after 1.4.2014	Attached/Not Attached at Page No

5.0 Balance Sheets for 2011-12 and 2012-13 (2013-14 also, if finalised) duly attested by C.A.& Annual Report (in case of Pvt./Public Ltd. Firms).	Attached/Not Attached at Page no
a Annual Report (in case of 1 vt./1 abile Eta. 1 in ins/.	
6.0 Affidavit regarding never blacklisting/penalty etc	Attached/Not Attached
on Non-Judicial Stamp Paper of Rs. 100/-	at Page No
7.0 Details of Earnest Money Deposit (EMD): -	Attached/Not Attached
Amount: Rs 1,00,000/- Name of Bank: Date of DD:	at Page no
8.0 Documents for partnership firm/other firm	Attached/Not Attached
	at Page No
9.0 Pre -contract Integrity pact (as part of Tender)	Attached/Not Attached
	at Page No
10.0 OEM/Dealership certificate	Attached/Not Attached
	at Page No
11.0 Whether all enclosures signed with	Yes/No.
Seal by the owner/partner/director	(Name of the signatory)
Note: 1. All the documents submitted with this form should be self at	, ,
2. Bidder will not enclose any other additional documents other	
	nd the total number of enclosed pages should be mentioned as(Total No. Of pages
enclosed).	technical specifications and have quoted the rates accordingly. The finished product will
it is certified that I/ we have read and understood the above	technical specifications and have quoted the rates accordingly. The linished product will

match the above specifications. If any deviation is found in the finished look, the firm is liable to any punitive action, as mentioned in the terms & conditions of

Signature of the bidder/
Authorised person with seal
Date & Place

the tender.

CHECK LIST OF ENCLOSURES WITH TENDER DOCUMENT (PART II) (Envelop-A) (To be enclosed alongwith Tachnical Bid)

Technical Bid shall be opened first and evaluated. The financial bid will be opened only for the firms which qualify in the technical bid evaluation. Self attestation of the following each and every documents is required to be submitted with the technical bid by the bidder along with sealed tender, failing which the tender shall be termed as un-responsive.

- 1. The Demand Draft for Rs 1,00,000/- (One Lac only) towards EMD amount and Rs 1000/- towards tender fee, if applied on downloaded document. Cheques will not be accepted in any circumstances and tender will be treated as received without EMD and hence unresponsive.
- 2. Terms & Conditions as PART-I duly signed in token of acceptance of all T&Cs from 1 to 18 above as in part-I of the Tender.
- 3. Along with the quotations, a copy of VAT/TIN Certificate, and any other certifications from concerned authorities etc be enclosed.
- 4. The bidder should have minimum annual turnover of Rs. 50 Lacs for last two-three years from the business of sports goods material. The copy of audited balance sheet of the firm for last 2-3 years i.e for 2011-12, 2012-13 and 2013-14 also, if finalized.
- 5. Copies of three work orders valuing atleast Rs 7.5 Lacs each or one copy of single work order of Rs 20 Lacs and above transacted by the bidder during last two-three years from Central/State Govt./PSUs/reputed organization be attached.
- 6. Solvency certificate from the bankers for Rs 20 Lacs issued anytime during current year i.e. after April'2014.
- 7. Latest IT Returns of the firm/ VAT Clearance Certificate for the year 2011-12 and 2012-13.
- 8. A copy of Sales Tax Registration / VAT/TIN Certificate clearly showing the column of the nature of business etc. be enclosed.
- 9. Relevant OEM/ Dealership Certificate for applied Articles.
- 10. Pre Contract Integrity Pact in the prescribed format as enclosed with tender.
- 11. An affidavit on non-judicial stamp paper of Rs 100/- duly notarized will have to be submitted by the firm declaring :
 - (i) that the firm has never been blacklisted by any Govt/PSU/Pvt organisation/institution or department.
 - (ii) that the firm has never been penalized for sub-standard quality/short supply/delayed supplies.
- 12. Any other document as required by the text inside the document.

Strike out whichever is not applicable.

Signature of the Bidder with date & Seal of the Firm

PART-III

COMMERCIAL BID (ENVELOP "B")

(To be submitted in original along with the tender)

To, Dt: '2014

The Dy Commissioner, Kendriya Vidyalaya Sangathan, Regional Office, JNU Campus, New Mehrauli Road, New Delhi-110067

Sub: Submission of Commercial Bid for Supply of Sports materials for 2014-15

Sir/Madam,

Sir,

Having examined the tender documents, terms and condition stipulated therein, specification of work etc., I/we, the under signed offer to execute the supply of the sports goods in conformity with the said specifications and conditions of contract as per enclosed price bidding duly filled in with rates.

If our bid is accepted, we shall submit the performance securities as per the conditions mentioned in the contract. We agree to abide by this bid for a period of One Year and it shall remain binding upon us and may be accepted at any time before the expiry of that period. The rates quoted above are applicable for the entire work of supply of sports goods as per the quantity and quality mentioned in the tender form.

The commercial bid for quoting the rates without price is enclosed herewith as PART-III of the tender document.

Signature	of the Ri	dder with	Stamn	
Jigilature	OI LIIC DI	aacı witti	Juli Juli	

Commercial/Financial Bidding Document without Price(Envelop-B) LIST OF ITEMS OF SPORTS TO BE QUOTED FOR THE SUPPLY

		Specifications		Brand of Sports item	Rates INR)
S. No.	Description/Name of the Sports Items		Tentative quantity	(Name of brand to be compulsorily mentioned by the bidder, otherwise it will be termed as	To be quoted (inclusive of all taxes as applicable)
				unresponsive bid)	
1	2	3	4	5	6
L		ng Front Side rubber Printing:- KVS Logo, Back Side	rubber Print		ON")
A	Super Poly (Size 28-46)	Track Suit made of Super Poly Imported Cloth, sweat absorbent & dust free fabric with not less than 250 GSM quality and standard weight of 1 KG for 42 (XL) size. "Upper Jacket made with Border &		Brand	
		fitted with imported YKK Zip.		Brand	
В	Super Poly	Track Suit made of Super Poly (Half Sublimation)		Brand	
	(Half Sublimation)	Imported Cloth, sweat absorbent & dust free fabric with not less than 250 GSM quality and standard weight of 1 KG for 42 (XL) size. "Upper Jacket		Brand	
		made with Border & fitted with imported YKK Zip.		Brand	
С	Super Poly (Full Sublimation)	Track Suit made of Super Poly (Sublimation) Imported Cloth, sweat absorbent & dust free fabric with not less than 250 GSM quality and standard	1000 (Either of A/B/C)	Brand	
	weight of 1 KG for 42 (XL) size. "Upper Jacket made with Border & fitted with imported YKK Zip.	A,b,C,	Brand		
				Brand	

1	2	3	4	5	6		
2. P	2. PLAYING KITS (Including Front Side rubber Printing:- KVS Logo and Back Side rubber Printing :- K. V. S. DELHI REGION" with Number rubber printing of respective Games etc, wherever required)						
A	Archery/ Shooting :- T-Shirt (Half-Sleeve) & Trouser	Cloth -T- Shirt (Supreme) & Trouser- (Super Poly) (Size - 28 to 46)		Brand			
		Cloth – T- Shirt(Nirmal Net / Dry Fit with Half Sublimation) Trouser- (Super Poly)	32	Brand			
	Santall (Handhall ((Size – 28 to 46)		Brand			
В	Football/ Handball / Kho-Kho /Volleyball/ Chess/ Judo/ Skating/ Swimming/	Cloth – Nirmal Net / Dry Fit (Size – 28 to 46)		Brand Brand			
	Badminton/ Taekwondo/	Cloth – Nirmal Net / Dry Fit with Half Sublimation (Size – 28 to 46)	500	Brand			
	Hockey/ Rope Skipping etc:- T-Shirt (Half-Sleeve) & Short			Brand			
С	Athletics:- Vest & Short	Cloth – Nirmal Net / Dry Fit (Size – 28 to 46)		BrandBrand			
		Cloth – Nirmal Net / Dry Fit with Half Sublimation (Size – 28 to 46)	120	Brand			
D	Basket Ball:- T-Shirt	Cloth – Nirmal Net / Dry Fit (Size – 28 to 46)		Brand			
	(Sleeve Less) & Long Short	Gloth Millian Net / Bry Tit (Size 20 to 40)		Brand			
		Cloth – Nirmal Net / Dry Fit with Half Sublimation (Size – 28 to 46)	24	Brand Brand			
				Brand			

1	2	3	4	5	6
E	Cricket (White):- T-Shirt (Full-Sleeve) & Trouser	Cloth - Supreme (Size - 28 to 46)	32	Brand Brand	
		Cloth – Supreme with Half Sublimation (Size – 28 to 46)		Brand Brand	
F	Judo Dress	P.C. Cloth (Size-28 to 46)	36	Brand Brand	
G	Kabaddi:- T-Shirt (Half-Sleeve) & Short	Cloth – Super Poly (Size – 28 to 46)		BrandBrand	
		Cloth – Super Poly with Half Sublimation (Size – 28 to 46)	24	Brand Brand	
Н	Rope Skipping:- Cycling Shorts & T- Shirts (Both Joint Suit)	Lycra (Size – 28 to 46)	24	Brand	
		Cloth – Lycra with Half Sublimation (Size – 28 to 46)	24	Brand Brand	
I	Skating:- Cycling Shorts & T-Shirts (Both Joint Suit)	Lycra (Size – 28 to 46)		Brand	
		Cloth – Lycra with Half Sublimation (Size – 28 to 46)	24	Brand Brand	

1	2	3	4	5	6
J	Swimming(Boys):- Costume Men's(U- Shape), Goggles & Cap	Lycra(Size :-26 to 46)	50	Brand Brand Brand	
		Cloth – Lycra with Half Sublimation (Size – 28 to 46)		BrandBrand	
K	Swimming(Girls):- Costume Women's, Goggles and Cap	Lycra(Size:-26 to 46) Cloth – Lycra with Half Sublimation (Size – 28 to 46)	50	BrandBrandBrand	
L	Taekwondo Dress	P.C. Cloth (Size- 26 to 46)	36	BrandBrand	
М	Volley Ball Libro Kit:	Cloth – Nirmal Net/ Dry Fit		Brand	
М	-T-Shirt (Half-Sleeve) & Short	(Size – 28 to 46)	04	BrandBrand	
		Cloth – Nirmal Net / Dry Fit with Half Sublimation (Size – 28 to 46)		Brand	
N	Boxing : T-Shirt (Half sleeve), Vest & Shorts	Cloth – Nirmal Net/ Dry Fit (Size – 28 to 46)		Brand Brand	
		Cloth – Nirmal Net / Dry Fit with Half Sublimation (Size – 28 to 46)		BrandBrand	

0	T- Shirt & Shorts With Pocket for Coaches	Cloth – Nirmal Net / Dry Fit (Size – 28 to 46) Cloth – Nirmal Net / Dry Fit with Half Sublimation (Size – 28 to 46)		Brand Brand Brand Brand Brand
3	Blazers			
	Blazer including Front Side Pocket Embroidery : KVS Logo	Standard brand Terri Wool	150	
4	GAMES ACCESSORIES			
A	GOAL KEEPER ACCESSO	DRIES		
	Goal Keeper Kit Hockey (Full Set of 13)	(Size: 28 to 46)	4	Brand
	Goal Keeper Set Football	(Size: 28 to 46)	2	Brand
	Goal Keeper Set Handball	(Size: 28 to 46)	4	Brand
	Goal Keeper Gloves Football	Web	2	Brand
	Goal Keeper Gloves Handball	Web	4	Brand
				Brand
В	ANKLETS		96	Brand
				Brand
С	KNEE CAP			
(i)	With Pad	Standard Quality	96	Brand
			90	Brand

(ii)	Without Pad	Standard Quality		Brand
			96	Brand
D	P-Cap	Drill Cloth alongwith Embroidery matter will be provided by KVS RO	1000	
E	Rope (Skipping)	As Per R.S.F.I. Rules		
5	MEDALS			
A	Made of Copper 2.5" Dia. 60 grams, Inside Matter given by Regional Office	As Per KVS Specification		
(i)	Gold	Standard	800	
(ii)	Silver	Standard	800	
(iii)	Bronze	Standard	800	
(iv)	Ribbon: 1.25 Meter long & 1" width Tri-Colour, Inside matter to be given by R.O. for rubber printing	Imported Satin		
В	Made of Cuscut 2.5" Dia. 60 grams, Inside Matter given by Regional Office	As Per KVS Specification		
(i)	Gold	Standard	800	
(ii)	Silver	Standard	800	
(iii)	Bronze	Standard	800	
(iv)	Ribbon: 1.25 Meter long & 1" width Tri-Colour, Inside matter to be given by R.O. for rubber printing	Imported Satin		
6	Socks	Socks Lycra Cotton	1000	Brand
				Brand
				Brand

7	Stocking	Top Elastic in cotton Lycra Mix Export Quality	100	Brand
				Brand
				Brand
8	SHOES		I	
Α	Athletics Running	Standard quality	150	Brand
	Spikes			Brand
				Brand
В	Boxing Shoes	Standard quality	24	Brand
				Brand
				Brand
С	Foot Ball Shoes	Standard quality	36	Brand
				Brand
				Brand
D	Shooting Shoes	Standard quality	15	Brand
				Brand
				Brand
E	Sports Warmup Shoes	Standard quality	900	Brand
				Brand
				Brand
F	Badminton Shoes	Standard quality	20	Brand
				Brand
				Brand
G	Basket Ball Shoes	Standard quality	24	Brand
				Brand
				Brand

1	2	3	4	5	6
Н	Cricket Shoes	Standard quality	32	Brand	
				Brand	
				Brand	
I	Hockey Shoes	Standard quality	36	Brand	
				Brand	
J	Kabaddi Shoes	Standard quality	24	Brand	
				Brand	
				Brand	
Н	Lawn Tennis	Standard quality	20	Brand	
		,		Brand	
				Brand	
K	Volley Ball Shoes	Standard quality	24	Brand	
K	Volley Ball Silves	Standard quality	24		
				Brand	
				Brand	
9	SWEATER				
Α	Cricket Sweater H-	Woolen / Fleeze(Size: 28 to 46)	32	Brand	
	Sleeve			Brand	
В	Cricket Sweater F-	Woolen / Fleeze(Size: 28 to 46)	32	Brand	
	Sleeve			Brand	
10	TAEKWONDO ACCESSO	ORIES	·		
Α	Taekwondo Head Guard		36	Brand	
				Brand	
				Brand	
В	Taekwondo Chest	As per T.F.I. Standard Rules	36	Brand	
	Guard All sizes			Brand	
				Brand	

С	Taekwondo Shin Guard	As per T.F.I. Standard Rules	36	Brand
				Brand
D	Taekwondo Elbow Guard	As per T.F.I. Standard Rules	36	Brand
	Guaru			Brand
E	Kick Pads Single	As per T.F.I. Standard Rules	36	Brand
				Brand
F	Kick Pads Twin	As per T.F.I. Standard Rules	36	Brand
				Brand
11	Hockey/Football Acce	ssories		
Α	Foot Ball Shin Guard	Standard Quality	18	Brand
				Brand
В	Hockey Shin Guard	Standard Quality	36	Brand
				Brand
12	BOXING ACCESSORIES			
Α	Boxing Gloves 8 & 10 Ons.	Approved by I.B.F.	24	Brand
В	Boxing Gloves 12 Ons.	Approved by I.B.F.		Brand
С	Boxing Gloves 16 Ons.	Approved by I.B.F.		Brand
D	Head Guard Full Leather	Approved by I.B.F.	24	Brand
E	Punching Pad	Approved by I.B.F.	24	Brand
F	Punching Bag	Made of high quality 1000 denier non tearing synthetic fabric with steel Chain 1.5 Meter	24	Brand
G	Punching Bag	Made of high quality 1000 denier non tearing Leather fabric with steel Chain 1.5 Meter		Brand
Н	Wrist Band	Approved by I.B.F.	48	Brand
I	Gum Shield	Approved by I.B.F.	24	Brand

All the terms & conditions mentioned in tender form are accepted to me / us and I / we agree to supply the above goods in accordance with the specifications for the abovementioned unit price shown against the item (s) for which quotations have been submitted, with in the period specified in the invitation of quotations. We also confirm that normal commercial warranty / guaranty shall apply to the offered goods, Bid security of Rs. 1, 00,000/- (Rs. One Lac) is furnished here with vide Bank Draft/pay Order No. _____date _____In favour of

PRE -CONTRACT INTEGRITY PACT

General

This pre-bid pre-contract Agreement (hereinafter called the integrity Pact) is made on day of the month of 201, between, on one hand, the Commissioner of KVS acting through Sh SK Verma Designation Dy 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/srepresented by Chief Executive Officer (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 wears/goods etc as per supply order and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the Bidder is a private company/public company/Government undertaking/partnership/registered export agency agency, constituted in accordance with the relevant law in the matter and the BUYER is a Ministry /Department of the Government of India/PSU 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 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 FJIJYER 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

2. 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, gees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having dons 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 hot 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 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 BIDER 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 r **elative 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.

3.14

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.
- 4.2The 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. Ear nest Money (Security Deposit)

- 5.1 While submitting commercial bid, the BIDDER **shall deposit** an amount of Rs 1,00,000/- (One Lac)(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.
 - (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 .a period of One **year 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
 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 utilized 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) orfeiture of **Performa**nce 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.

- 6.2 The BUYER will be entitled to take, all or any of 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. <u>Independent Monitors</u>

- 8.1 The BUYER has appointed 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**).
- 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 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.
- 8.7.1 The Monitor will submit a written report to the designated BUYER/Secretary in the Department/ within 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** extend upto 5 years or the complete execution of the contract to the satisfaction of both tie BUYER and the 13101-DER/Seller, including warranty period, w1mche^,ier 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	
Deptt./MINISTRY/PSU	
Witness	witness
1	1 2

*Provision of these clauses would need to be amended/deleted in line with the policy of the BUYER in regards to Involvement of Indian agents of foreign suppliers.