



केन्द्रीय विद्यालय ,आइलैंड ग्राउंड्स , चेन्नई – ६०० ,००२

KENDRIYA VIDYALAYA ISLAND GROUNDS, CHENNAI – 600 002

☎- 044-25360191 E-Mail - kvigch2@yahoo.co.in

website: <http://www.islandgrounds.kvs.ac.in>

F No.89-7/TENDR/KVIG/2019-2020/

DATE:05.03.2020

## TENDER NOTICE {Sports Kit Items}

Sealed Tenders are invited, from reputed suppliers/ manufacturers, for supplying standardized branded items of Sports Kits for KVS Regional, National Sports meet 2019. The tender forms can be downloaded from our Vidyalaya website [www.islandgrounds.kvs.ac.in](http://www.islandgrounds.kvs.ac.in).

Sealed Tender forms accompanied by Bank Demand Draft of Rs.10,000/- in favor of "VVN Account, KV Island Grounds" payable at Chennai, as bid security, should be sent by registered post to this Vidyalaya, with the words inscribed on the sealed envelope "Tender for Regional/ National Sports Materials" with **Technical and Price bids enclosed in separate envelope within one envelope.**

Last date for submission of sealed tender document is 28.03.2020 at 2 pm. Tender forms will be opened on 30.03.2020 at 11.30 am. All the details may be seen in our website.

PRINCIPAL

KVIG

**TECHNICAL BID IN A SEPARATE ENVELOPE TENDER FOR  
EMPANELMENT OF SUPPLIERS FOR SUPPLYING SPORTS KIT  
(TO BE FILLED BY THE TENDERER)**

1. Name of the Firm.....
2. Address of the Firm  
.....
3. Name and address of the Proprietor  
.....
4. PAN No. ....
5. GSTIN (Goods and Service Tax Identification no) .....
6. Registration No. Under shop & Estt.Act .....
7. Whether Govt / semi-Govt/ Private .....
8. Details of supply made during the .....  
Previous three years (if any)
9. Annual turnover .....
10. Present supply order in hand (if any) .....
11. Mobile Number of Tenderer : .....

Bid Security of Rs.10, 000/ has been deposited vide D.D. no. ----- dated -----  
-- in favour of VVN A/c KVIG, Chennai600002.

All the terms and conditions as mentioned in the tender documents are acceptable to me/us. Signature with name & stamp of firm

\* Tender documents along with documents mentioned below is to be submitted duly signed and dated with this form.

**ATTACH BELOW MENTIONED DOCUMENTS**

1. Bank Demand Draft of Rs.10000
2. A copy of GSTIN Certificate
3. Income Tax Return filed with acknowledgement of filing at least for the last 03 years
4. Copy of PAN Card
5. OEM's / Dealership / Authority Letter of the quoted brand
6. Documentary proof of the turnover of the firm in the shape of Profit and Loss Account authenticated by Chartered Accountant.
7. Three copies of work orders valuing not less than Rs.10 Lacs each or one copy of single work order valuing not less than Rs.20 Lacs during the last two-three years.

**Sports items (KVS Regional & National Sports Meet, 2020)**  
**Approximate Quality Required**  
**For supplying standardized branded items of Sports Kits**

SL.NO	NAME OF THE ITEMS	MAKE	Qty Required	Unit Rate Quated by bidder(without GST)	Unit Rate Quoted by bidder (with GST)
1.	TRACK SUIT (Half Sublimation)- per set including front side rubber printing: KVS logo back side rubber printing: KVS Chennai region, super poly half sublimation)track suit Yellow with Green combination made of super poly half sublimation, high quality normal net, dry fit with half sublimation cloth, sweat absorbent and dust free fabric with not less than 250 GSM quality and standard weight of 1Kg for 42 XL size upper jacket made with border and fitted with original YKK zip, lower with 2 side pocket with zip	Any standardized Branded Item (S/M/L/XL/XL)	(Approximate 700)		
2.	TRACK SUIT( Full Sublimation)- per set including front side rubber printing: KVS Chennai region, super poly half sublimation)track suit yellow with green combination made of super poly half sublimation, high quality normal net, dry fit with half sublimation cloth, sweat absorbent and dust free fabric with not less than 250 GSM quality and standard weight of 1Kg for 42 XL size upper jacket made with border and fitted with original YKK zip, lower with 2 side pocket with zip	Any standardized Branded Item (S/M/L/XL/XL)	(Approximate 700)		
3.	Socks	Socks Lycra Cotton double knitted	(Approximate 700)		
4.	SHOES(Sports Warm-up/jogging Shoes)	yellow with green combination design-all sizes	(Approximate 700)		
5.	Shorts & T-shirt	Half Sublimation Salina/PP/Honey comb L/XL/XXL	(Approximate 50 No)		
6.	Cotton cap good quality yellow and green with KVS emblem, text in white lettered for KVS Regional/national meet		(Approximate 700)		

Certified that I have read and accept the terms and conditions cited in the tender documents

Place:

Signature of the Authority

Date:

Official Seal of the firm

## **TERMS & CONDITIONS**

1. Sealed tenders are invited for the supply of Sports Kits, on behalf of KVS RO Chennai, from registered firms/manufactures/dealers up to 1400 hrs on 28.03.2020 in a sealed envelope marked as “Tender for Regional/ National Sports Material” and sent by registered post to KV Island Grounds, Chennai-600002. No tender will be entertained thereafter under any circumstance.
2. The sealed enveloped containing the tenders will be opened in the office of the undersigned at 11.30 hrs on 30.03.2020 by the Purchase Committee of Regional Sports Control Board (RSCB)) constituted for this purpose. The bidders/their representatives ( with proper photo identity authenticated by the firm) are permitted to be present at the time of the opening of the tenders.
3. The tenders must be accompanied by Bank Demand Draft of Rs.10,000/- as bid security of any scheduled bank in favor of “VVN Account, KV Island Grounds” payable at Chennai. Bid security received in any other form shall not be accepted.
4. Along with the tender, a copy of GSTIN Certificate and the latest copy of the Income Tax Return filed with acknowledgment of filing and copy of the PAN Card is required to be submitted. The quotation of unregistered firms will not be accepted.
5. The copy of OEM’s / Dealership / Authority Letter 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, any be required to furnish proof along with 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.

6. The tenderer must submit documentary proof of the turnover of the firm in the shape of Profit and Loss Account authenticated by Chartered Accountant.
7. He rates should be inclusive of all taxes and Govt. levies and free delivery in any part of Tamil Nadu. The rates should hold good up to one year, from the date of award of the contract. No amendment in the rates, even in the case of any increase in the Govt. levies during the period of execution of the contract will be accepted.
8. Any tender which bears cutting, over-writing in rates, shall not be considered.
9. The contractor at the time of opening the quotations should supply the samples or give the demonstration or display of articles/ sports wears/ equipment free of cost.
10. Acceptance of the goods will be subject to the inspection/ examination by experts and are liable to be rejected if they do not confirm to the requirement. Preference will be given to the quality of the standardized branded item hence the Purchase Committee of RSCB does not bind itself to accept the lowest tender for its execution. RSCB's decision on quality of goods supplied shall be final and binding on the Tenderer/Supplier.
11. The Purchase Committee of RSCB holds the right to accept the tender 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.
12. The bid security of the unsuccessful tenderer will be returned on finalization of the tenders.
13. The bid security of the successful tenderer will be retained and treated as security deposit up to one year and for balance amount of security deposit, if required, it requires successful bidder to deposit differential amount up to 5% of the cost of the goods.

14. The security deposit will be forfeited in the event of failure to comply with the contract and also supplied less than the quantity ordered.
15. No interest on bid security will be paid
16. The applicant bidder must have sound financial health and carrying annual turnover of at least Rs.20 Lacs during last 2-3 years(2016-2017, 2017-2018 and 2018-2019) from the business of sports goods/articles and a solvency certificate of Rs.25 Lacs from the bankers. To ensure this, at least three copies of work orders 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.
17. 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.
18. On acceptance of the tender, it will become a Rate Contract and the contractor shall be bound by the terms and conditions of the contract. 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.
19. The rates quoted by the bidders for the standardized branded item shall be compared 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.

20. The successful bidder shall supply goods, only against a written Purchase Order of KV signed by the Principal KV Island Grounds , in accordance with delivery quantities and destination terms (in Tamil Nadu) therein at the final prices finalized in the Tender and communicated to the successful bidder.

- a. Such Supplies shall be made by the Supplier/Tenderer against a valid GST Invoice/bill of supply, indicating the Suppliers GSTIN No. and other details as prescribed under the GST Act.
- b. Where the Supply is made by a Composite Dealer, the invoice raised for supply of Goods shall clearly mention “Composition taxable person, not eligible to collect tax on supplies” at the top of the bill of supply issued by the Supplier. (Note this is a requirement under law and it is mandatory)
- c. In case of other Suppliers, they shall issue a Taxable Invoice, clearly indicating the GST tax thereon separately. However the price quoted in the Tender shall be inclusive of all taxes, including GST.

21. 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 conform to the specification prescribed. Tenderer will have to supply the articles within 15 days of the issue of each supply order at a place in Tamil Nadu as mentioned in the supply order

22. Defective goods supplied if any, shall be collected by the supplier at its own cost and risk and replaced within 5 days of intimation by the concerned KV.

23. After supply of the items, 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.

#### **24. 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.

25. **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 of Bid security amount of Rs.10,000/- (ten thousand)
- 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 person 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.
- vi False Information: in the event of furnishing false/incorrect/incomplete/forged information/documents by the bidder, the Bid Security 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.

26. 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, if the bidder quoting lowest for a few items declines to supply, 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.

## **27. AWARD OF CONTRACT**

- a. The purchase 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. Normal commercial warranty/ guarantee shall be applicable to the supplied goods.
- d. Payment will be made within 30 days after the delivery of goods and their acceptance.
- e. 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.

28. All disputes related to this Tender and supplies pursuant to the same shall be subject to the jurisdiction of DC, KVS, Regional Office, Chennai only.

29. This document states the complete information of date of submission & opening of tenders, period allowed for the work etc., the tenders 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 him / themselves with the conditions attached.

Principal KVIG

Certified that I have read and accept the terms and conditions cited in the tender document

Date ; -

Name and signature of the Proprietor  
or person authorized by firm with seal



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### **PRE CONTRACT INTEGRITY PACT**

General This pre-bid pre-contract Agreement (hereinafter called the integrity Pact) is made on \_\_\_\_\_ date of the month of \_\_\_\_\_ 201\_\_ between, on one hand, the Commissioner of KVS acting through Shri \_\_\_\_\_, Designation of the officer 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 Shri \_\_\_\_\_ , 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 (Name of the Stores/Equipment/Item) and the BIDDER/Seller is willing to offer /has offered the stores and

WHERE AS the Bidder is a private company/public company /partnership/ registered export 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 competitive price in conformity with the defined specifications 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 undertakes 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, organization or third party related to the contract in exchange on Implementation process related to the contract.

1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS 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 of the BUYER will report to the appropriate Government office any attempted or completed breaches of 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 BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceeding or any other actions deemed fit including criminal proceedings may be initiated by the

BUYER and such a person shall be debarred from further dealing related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceeding 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 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 , favors , 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, organization or third party related to the contract 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 advantage , 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 executive of the contract or any other contract with the Government for showing or forbearing to show favors or disfavor to any person in relation to the contract or any other contract with the Government.

3.3 BIDDER shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

3.4 BIDDER 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/authorized entity 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 comp[any 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 services 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 take 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 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 BIDDERS firm the action shall be disclosed by the BIDDER at the time of filling 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 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 a pay Order in favour of \_\_\_\_\_

ii) A confirmed guarantee by an Indian Nationalized bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatever. 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 the RFP).

5.2 The Earnest Money/Security Deposit shall be valid upto a period of five years 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 provision of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the 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.

## **6.Sanction for Violations**

6.1 Any breach of the aforesaid provision 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

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 there on 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 utilized to recover the aforesaid sum and interest.

v) To encase 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 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 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 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 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 system 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 has appointed Independent Monitors (hereinafter to as Monitors ) for the Pact in consultation with the Central Vigilance 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 Monitors 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 Monitors 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/Subcontractors. The Monitor shall be under contractual obligation to treat

the information and documents of the BIDDER/Subcontractors(s) with confidentiality.

8.7 The BUYER will provide to be Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

8.8 The Monitors will submit a written report to the designated Authority of 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 provision 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 provision 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 up to 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

Deptt./MINISTRY/PSU

Witness

Witness

1. \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

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.

KENDRIYA VIDYALAYA ISLANDGROUNDS CHENNAI

13/04/2020

NOTICE

(CORRIGENDUM)

This is to inform to all concerned that the last date for the submission of bids for the supply of sports kits as per our news paper advertisement dated 06/03/2020 is extended till further notice. Fresh date will be intimated once the school re opens after the lockdown period. Please keep watching our school website.

This is issued with the approval of competent authority.

Principal

Copy to

1. The Deputy Commissioner KVS RO Chennai for information
2. The Chairman VMC K.V.Islandgrounds Chennai for information
3. The Principal K.V.Virudhunagar / Gill Nagar Chennai
4. School Notice Board /website

PRINCIPAL