

**KENDRIYA VIDYALAYA SANGATHAN**

**KENDRIYA VIDYALAYA, BAGALKOT**

Ph No:08354-233240,08354-233340



**TENDER FORMS**

**Submission Last Date : 15/11/2021**

**Tender Opening Date : will be intimated two days in  
advance**

## TENDER DOCUMENT

**“Inviting Bid for engaging Service Provider Firm for providing Manpower including material (for Security, Cleaning and Gardening Services) through service contract - reg.**

Sir/Madam,

1. Kendriya Vidyalaya Sangathan (KVS), a centrally funded Autonomous Body, is a Society registered under Societies' Registration Act, 1860. The Sangathan administers the Scheme of Kendriya Vidyalayas set up for imparting education to the children of transferable Central Govt. Employees among others. Kendriya Vidyalaya Bagalkot is one field unit of Kendriya Vidyalaya Sangathan situated Sector 63 A Navanagar **Bagalkot.**

2. Sealed competitive Bids are invited by , KENDRIYA VIDYALAYA , Navanagar, Bagalkot from the reputed/registered Consultant/Service Provider Firm for providing Manpower through service contract initially for a period of **01 (one) year w.e.f 01-12-2021** which may be extended on mutual agreement by one more year.

### **A. Area of the Building:**

#### **(i) Administrative and academic Block:**

5000 Sq. Mtr., having Approximately 30 rooms and 8 Toilet blocks, corridors, stairs and enclosed surrounding areas on the ground floor and first floor

#### **(iii) KENDRIYA VIDYALAYA BAGALKOT Campus:**

The entire campus area includes Staff Quarters, Administrative Block and covered in an area of sixteen acres.

Parties are advised to see the location and assess the work areas

#### **Address/Location of the Institute:**

Kendriya Vidyalaya ,  
Sector 63 A, (opp. Brindavan Sector)  
Navanagar, Bagalkot - 587103  
Karnataka State

**Cost of Tender form** : The bidder shall bring with him a D.D for Rs.1000/- (Rupees One thousand only) drawn in favour of “, **KENDRIYA VIDYALAYA, , Bagalkot VVN Account**” towards tender fee up to 15.11.2021 (only on working days) between 2.30 PM to 04.00 PM.. The tender documents can also be downloaded from the website <https://bagalkot.kvs.ac.in> In that case, the cost of tender form (Rs. 1000/- (Rupees One thousand)only should be submitted in the form of DD separately along with the Security Deposit at the time of submission of the Tender.

**B. Daily Man power requirement for Security, Cleanliness & Gardening:-**

S. No.	Category of Manpower	Number of workers required	Timings for the daily working hours
1.	Conservancy / Sweeping and cleaning Workers (Female)	04 (Four)	One hour before commencement of the school until 4 pm with lunch break
2.	Security Guards (with out arms)	03 (Three) one for each shift	Shift I -from 6.00AM to 2.00 PM (On all the days of the month) Shift II -from 2.00PM to 10.00PM (On all the days of the month) Shift III -from 10.00PM to 6.00AM (On all the days of the month)
3.	Gardener	01(One)	The duty will be from 8.00 AM to 4.00 PM

An outline of tasks to be carried out by different category of manpower is detailed as under:-

S. No.	Category of Manpower	Responsibilities
1.	Conservancy Workers for cleanliness	To keep clean the entire campus areas including , KENDRIYA VIDYALAYA BAGALKOT, administrative Block and academic block and other open areas with in KENDRIYA VIDYALAYA BAGALKOT Campus including wet and dry cleaning whenever required.
2.	Security Guards	To provide security/guard for the entire KVS, KENDRIYA VIDYALAYA BAGALKOT campus 24x7 basis
3.	Gardener	To develop and keep the garden neat and clean and watering the garden and potted plants; to keep the entire campus free from unwanted grass, bushes and other plants, trimming of grass and trees, if required, and planting of new plants as and when directed

C. Materials for cleanliness will be provided by the vidyalaya

D. An outline of tasks to be carried out by different category of manpower is detailed as under:

(I) The Cleanliness Work will have to be got done in the following way:-Sweeping of entire area of the building and surroundings of building and collection of all waste material and disposal of the same as per instructions of the KENDRIYA VIDYALAYA BAGALKOT.

- i) Cleaning of the floor area with wet floor dusters and detergent disinfectants etc. once in the morning before opening the office and thereafter in the After Noon after the lunch hour of the children especially in the areas like corridors, stairs etc. Cleaning and washing of toilets and urinals using Acid

- deodorants, detergent and disinfectants once in the morning and again in the afternoon and after school hours ( **thrice a day**)
- ii) Sweeping and cleaning of open areas, roads, passage, lawns, auditoriums/meeting halls/canteen etc. within the boundary of the School's wall surroundings to this building.
  - iii) Regular dusting/cleaning of furniture (tables, chairs, dual desks etc) and equipments, telephones, book cases, filing cabinets, almirahs and doors and windows including removal of cobwebs everyday before opening of the school
  - iv) The choking of the sanitary installations e.g. w.c's Traps, Bottle traps, gully traps etc. is to be cleared within 24 hours of noticing the complaint.
  - v) All complaints of leakage in the GI & CI pipes etc. are also to be attended within 24 hours. The repairing work be done, whereas the materials for replacement will be provided by KENDRIYA VIDYALAYA BAGALKOT.
  - vi) Filling of water in all water filters and maintenance of the RO Plant.

**ITEMS OF WORK TO BE DONE ONCE IN A WEEK ON EVERY SATURDAY:**

- i) Washing and Scrubbing of floor areas with detergents and dirt removing agent.
- ii) Acid cleaning of sanitary wares, without damaging their shines.
- iii) Removing stains from floors, doors and partitions by using surf or any suitable detergent as are found necessary without leaving any undesirable post cleaning marks.
- iv) Cleaning of tiled surfaces in the corridors and staircases.
- v) Cleaning of water storage tanks, water filters.
- vi) Dusting and cleaning of fans, electrical fittings, window panes with glass chemical/agents and cleaning of partition, paneling etc. including removal of cobwebs.

(II) The Security Work:

The security staff should be present on time during all the three shifts without fail. They should meticulously maintain a Register to record the entry and exit of visitors with date and time & signature of the visitors. They should maintain round the clock vigil and ensure the complete safety and security of the campus and the property lying within it. They should not allow any material of the KENDRIYA VIDYALAYA BAGALKOT to be taken away without gate pass. They shall not permit any student to go away from the campus without a valid gate pass, No outsiders shall be permitted during class hours without proper permission from the vidyalaya

(III) The Gardener's Work:

1. The gardener should cut the grass and keep the entire campus free from grass. The unwanted bushes, plants etc should be removed periodically by the gardener.
2. The beauty plants should be trimmed regularly to maintain their beautiful look and shape.
3. Trees also should be trimmed once a month or periodically.

3. **Quoted Price:**

- (a) The Bidder shall quote unit rate which shall comprise of monthly remuneration calculated based on the no. of days of work attended by the employees, EPF & other statutory costs (if any) and Service Charges only in the format of quotation herewith attached (**Annexure - A**). Since the vidyalaya needs only 3 security guards, arrangement of the fourth guard for the weekly off of the three appointed security guards and his EPF and ESI shall be met out of the Agency's service Charge. **The agency shall be paid only for 26 days and the payment for all the manpower for the weekly off shall be met out of the agency's service charge**
- (b) The service tax and any other such tax liable to be paid by the client shall be quoted by the bidder separately.
- (c) The rate quoted shall be fixed for the duration of the contract and shall not be subject to adjustment except the statutory provisions, if amended.
- (d) The Bidder shall deposit Rs.1,00,000/- in the form of Bank Guarantee valid for 3 months from, the date of submission of bids or DD / Pay Order drawn in favor of "KENDRIYA VIDYALAYA BAGALKOT,VVN Account", payable at UBI, Bagalkot as earnest money along with the Bid. The earnest money shall be returned to the unsuccessful bidders after one calendar month.
- (e) The selected firm has to furnish performance security in the form of Bank Guarantee/DD for an amount of Rs.1.50,000/- (Rupees One Lakh fifty thousand only )valid for fourteen months from the date of award of the contract. The Performance security shall be submitted within 10 days from the date of Notification of Award. The earnest money shall be returned only after the Performance security is submitted by the Contracting Agency.
- (f) Telex or Facsimile Bids are not acceptable.
- (g) The Tenderer shall submit the duly signed Integrity pact in the enclosed format along with the Tender documents.

4. Each Bidder must submit only one Bid.

5. **Validity of Bid:**

The Bid shall remain valid for a period not less than 90 days after the deadline fixed for submission of Bids.

6. **Terms and Conditions:**

- (a) The remuneration shall be disbursed to the workers of the Contracting Agency through cheque at KENDRIYA VIDYALAYA Navanagar Bagalkot's premises in the presence of representative of the KENDRIYA VIDYALAYA BAGALKOT or through NEFT. For this, the Contracting Agency shall ensure that all his employees have bank account in a Nationalized Bank in Bagalkot City, preferably at Union Bank of India , Bagalkot
- (b) The Contracting Agency will ensure payment by the 5<sup>th</sup> of every succeeding month to their employees provided to the, KENDRIYA VIDYALAYA , Navanagar, Bagalkot's office/premises as per the

monthly remuneration quoted without any deduction, except EPF and ESI Share of the employee.

- (c) The Contracting Agency will submit the invoice/bill along with proof of disbursement in triplicate after making the payment to the employees provided to the KENDRIYA VIDYALAYA, Navanagar, Bagalkot's office supported with the following documents :-
- (i) Details of disbursement made to the staff furnishing cheque No. and account No. details payment made to such employee. The particulars should be furnished in the proforma attached here at Annexure - C.
  - (ii) The Pay bill should be prepared by the Contracting Agency in the Proforma attached herewith Annexure- D.
  - (iii) Monthly Bank statement of the Contracting Agency as proof for realization of cheque payment.
  - (iv) Proof of payment to EPF - both employer and employees' share with individual's name and contribution particulars.
  - (v) Proof of payment to ESI - both employer and employee's share with individual's name and contribution particulars.
  - (vi) Proof of payment of other statutory obligation such as Service Tax and any other applicable tax. The contracting Agency shall provide the following to enable KENDRIYA VIDYALAYA Navanagar, Bagalkot to check the payment made towards EPF & ESI.
    - (i) For EPF : (A) the statement of remittance from the website of EPF. (B) Employees' Account No. Name & his mobile No. registered with EPF organization.
    - (ii) For ESI : (A) ESI cards issued to employees.
  - (vii) **Payment to the Contracting agency will be released within 15 days from the date of the receipt of the invoice/bill/ & other particulars and documents on given in (i) to (iii).**
- (d) The Contracting Agency will provide Identity Card and uniform to all his employees deputed as per the format suggested by the Indenting Office valid for the period of contract. The agency will provide torch light, Stick (Danda) to Security Guard and all materials & tools required for House Keeping to safaiwalas & gardeners. List of items provided by contractor Once a year (like uniform)and periodical (like sickle).
- (e) The Contracting Agency shall comply with all statutory obligations. Minor variations as per actual calculation will be borne by the Indentor.
- (f) The normal office hours of KENDRIYA VIDYALAYA Navanagar, Bagalkot is from 8.20 am to 5.30 pm six days from Monday to Saturday . KENDRIYA VIDYALAYA Navanagar, Bagalkot also reserves the right to request for the services of additional/extra manpower. The Contracting agency will be compensated, for the extra manpower provided, by the Indenting Agency as per the rate quoted.
- (g) In case of absence on any working day, wages for that day as per Minimum wages Act will be deducted. Notwithstanding the deduction, a penalty of Rs.1000/ per day will be levied if a suitable substitute is not provided.
- (h) The Candidates/Manpower provided by the Contracting Agency shall be accepted only after scrutiny by , KENDRIYA VIDYALAYA, Navanagar,

Bagalkot. Therefore, minimum three-four bio-data shall be made available against each slot in each category. The candidate may be invited for personal discussion also. No Conveyance or any other charges will be paid by, KENDRIYA VIDYALAYA, Navanagar, Bagalkot. In case, none is found suitable, then additional bio-data shall be made available by the Contracting Agency, promptly i.e. within 24 hours. The replacement of a Candidate on account of absence /unsuitability for KVS shall be made within 24 hours.

- (i) The contracting Agency will be required to sign a contract with the, KENDRIYA VIDYALAYA, Navanagar, Bagalkot as per the Model Contract enclosed for ready reference. The other terms and conditions specified in the Bid document and accepted bid will also form the part of the Model Agreement.
- (j) In case of any loss, theft / sabotage caused by/attribution to the personnel deployed or by outsiders, the, KENDRIYA VIDYALAYA, Navanagar, Bagalkot reserves the right to claim and recover damages from Contracting Agency.
- (k) The antecedents of all the workers will be got verified from the police by the Contracting Agency before deployment for work & the police verification certificate be submitted to KENDRIYA VIDYALAYA BAGALKOT before the execution of contract date.
- (l) The Contracting Agency will deploy the trained and sufficient SC/ST workers who are below the age of 50 years as well as physically fit and mentally alert. The Contracting Agency will also ensure that the workers/staff deployed are free from Aids or any other infectious disease before deployment for work.
- (m) The KENDRIYA VIDYALAYA, Navanagar, Bagalkot shall provide a small room/space for the workers/staff deployed by the Contracting Agency. No name plate of agency shall be allowed on the room and nobody will be allowed to stay in the office except the staff of Contracting Agency on duty.
- (n) The Contracting Agency shall provide to their personnel deployed impressive summer uniform as well as winter uniform with insignia.
- (o) No security shall be kept on duty twice within a period of 24 hours

## **7. Evaluation of Bid:**

The indenter will evaluate and compare the Bids determined to be substantially responsive i.e. which are properly signed, and conform to the terms & conditions in the following manner:

- (i) The bid will be treated as non-responsive if the following documents are not attached :-
  - (a) Brief profile of the company and (ii) evidence to establish that the bidder has

successfully executed contracts of similar nature and magnitude in the last 10 (ten) years. In case of a tie for L1 bidder the experience of the firms that are tied, who have experience in KVS will be given priority, after which experience in working in Central Government, & then in Central government autonomous body & then in State government & then in State government autonomous body will be given preference`. In case of any further tie, the decision of Chairman VMC shall be final and binding on all.

(b) Audited Balance Sheet & Profit and Loss Account of the last two years.

(c) List of clientele during last 10 years along with cost of assignment.

(d) PAN No. and Current IT clearance certificate.

(e) Attested copy of proof of EPF & ESI registration along with attested copies of challans for EPF payment for the year 2020-21.

(f) Attested copy of proof of registration of the Contracting Agency.

(g) Attested copy of proof of Service Tax Registration.

(h) EMD amount of Rs.1,00,000/- in the form of Bank Guarantee valid for one calendar month after the date of submission of bids or DD/Pay Order drawn in favour of “ **KENDRIYA VIDYALAYA, Bagalkot VVN Account**” payable at Bagalkot along with the Bid. The earnest money shall be returned to the unsuccessful bidders after the award of the contract to the successful bidder and after completion of one calendar month

(i) The bidder shall bring with him a D.D for Rs.1000/- (Rupees One thousand only) drawn in favour of “, **KENDRIYA VIDYALAYA, Bagalkot VVN Account**” towards tender fee, if the form is downloaded from the web site

(j) Duly signed Integrity Pact.

(k) The Contracting Agency shall ensure, on day-to-day basis, that the workers deployed by them do their duty well, be it security or conservancy or gardening. The entire campus should be maintained and kept neat and clean by the Conservancy Staff, besides taking due of grass cutting, pruning of trees, watering of plants etc.

(l) If the work rendered is not found satisfactory, KENDRIYA VIDYALAYA, Navanagar, Bagalkot reserves the right to (a) impose appropriate penalty and/ or (b) to terminate the contract which shall result in the forfeiture of performance Security Deposit of the Contracting Agency.

(m) Duly filled in Annexure – A **without cutting . overwriting etc.**

(n) Remuneration of staff, quoted below minimum wages applicable for Unskilled, Semi-skilled, Skilled, Clerical and Non-technical supervisory staff, in the **Govt. of India** (Central List of Minimum wages) shall render the Bid disqualified for evaluation. (**Furnish the attested copies of the relevant minimum wages Govt. order**)

(o) The evaluation will be done for all the items put together. Indenting Office will award the contract to the responsive bidder who has quoted the lowest rates / charges for all the items put together for a month and the contract will not be split.

## 8. Award of Contract:

(a) The Indentor will award the contract to the bidder whose Bid has been determined to be substantially responsive and who has offered the lowest price as per para 7 above.

(b) The Indentor reserves the right at the time of award of contract to increase or decrease the requirement of manpower .



- (c) The indenter prior to the expiration of the Bid validity period will notify the bidder whose Bid is accepted for the award of contract. The terms of the accepted offer shall be incorporated in the contract.
- (d) Notwithstanding the above, the Indenter reserves the right to accept or reject all Bids and to cancel the bidding process and reject all Bids at any time prior to the award of the contract.
- (e) Any firm quoting service charges lesser than the mandatory 2% or equal to 2% shall be considered invalid since this would be the TDS at the time of payment. Further any bidder not making provision for the fourth security guard to be employed along with his EPF& ESI shall be considered invalid.
- (f) As per the law, every labour is to be given one day weekly off **with payment**. Hence the rate quoted shall be for 26 days and for the weekly off days the employees shall be paid out of the agency profit.

#### **9. Last date and time of receipt of Bids**

You are requested to submit the Sealed Bids super scribed on the envelope as "Bids for providing Services for Security, cleaning/sweeping and gardening etc. in , KENDRIYA VIDYALAYA, Navanagar, Bagalkot" in the Tender Box kept inside the office at, KENDRIYA VIDYALAYA, Navanagar, Bagalkot by 05.00 PM on or before **15/11/2021(5pm)**

The tenders will be opened at , KENDRIYA VIDYALAYA Navanagar, Bagalkot in the presence of bidders present at that time on a day and time fixed by the Chairman VMC/his nominee. An earnest money of Rs.100000/- (Rupees one lac only) is to be deposited along with tender document.

The Indenter looks forward to receive the Bid in the format of Bid attached only and appreciate the interest of the service provider in KENDRIYA VIDYALAYA , Navanagar, Bagalkot.

**भवदीय** / Yours faithfully,

**Signature**

**Name: Anantha Padmanabhan**

**पदनाम / Designation: Principal**

**For and on behalf of , KENDRIYA VIDYALAYA, Navanagar, Bagalkot**

ANNEXURE-'A' : FORMAT OF BID (NO OVERWRITING/ CORRECTION FLUID IS PERMITTED)

S. No.	Category of Manpower	Number	Minimum wages (As on 1 <sup>st</sup> Nov2021)	No. of days	Unit monthly remuneration	EPF Rate 13.00%	ESI Rate 3.25%	Service charges To be quoted only in percentage over col 6,7 &8	Monthly Unit (per person) Rate (Col.6+7+8+9)	Total monthly cost for the number of person at Col. 3 ( in rupees)
1	2	3	4	5	6	7	8	9	11	12
1	Conservancy workers for sweeping and cleaning	04	437	26	11362	1477.06	369.27	-----%		
2	Security Guard (without arms)	03	617	26	16042	2085.46	521.37	_____%		
3	Gardener	01	377	26	9802	1274.26	318.57	_____%		
	<b>Total</b>	<b>08</b>								

- NOTE:
1. GST is not applicable for Educational Institutions
  2. In case of discrepancy between unit price and total price, the unit price shall prevail.

We agree to provide the above service of manpower including material and to abide by the terms & conditions contained in the Bid document and also agree to enter into the agreement in the format enclosed. Bid Security of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) is furnished herewith vide Bank Draft No. \_\_\_\_\_ dated \_\_\_\_\_ drawn on \_\_\_\_\_

4. In column 9 , the agency has to quote only in percentage and in column11 agency charge per unit to be written in numbers. In column 12 Total cost in numbers to be mentioned.
5. The agency charges ought to include wages for the paid weekly off, 2% TDS, and other charges mentioned in the tender document. Unreasonably low rates, not in conformity with this shall be rejected even if the bidder is the L1

\* EPF & ESI as per Govt. norms and unit monthly wages.

\*\*\* Service charges shall cover

a) Expenditure towards uniform, ID, torch light etc., to the persons employed

- (b) Expenditure towards use of grass cutting machines & other maintenance tools
- (c) charges towards outsourcing services.( profit margin)
- ( d ) Expenditure towards repair work as given in D (I) (viii) & (ix).
- (e) Payment of wages to the fourth security guard for 12 days (three security guard with four weekly off in a month)
- (f) 2% of the TDS

Date

(Bidder)  
 Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_

Declaration

I,-----, representing \_\_\_\_\_(name of the firm) have read the entire tender document and have quoted the lowest agency charges after making provision for all the 6 points stated above.

Our calculation of agency charges is based on the following calculations

Uniform for the employees	
Wages for the 4 <sup>th</sup> security guard and his EPFand ESI	
Uniform for the employees	
TDS at 2%	
Periodical equipments like sickle, torch light etc.	
Maintenance of plumbing work and repair	
Agency's profit	
Total	

Signature-----

Name-----

ORGANIZATION	Period of Contract ( Proof to be attached)	
	FROM	TO
KENDRIYA VIDYALAYA		
CENTRAL GOVERNMENT ORGANIZATION		
CENTRAL AUTONOMOUS BODY		
STATE GOVERNMENT		
STATE AUTONOMOUS BODY		

Date  
Seal

Signature-----

Name -----

## BILL

No. : \_\_\_\_\_

Date: \_\_\_\_\_

Name of the Firm : \_\_\_\_\_

Address: \_\_\_\_\_

To  
 The Principal,  
 KENDRIYA VIDYALAYA, Navanagar, Bagalkot

Bill for the Month of \_\_\_\_\_

Sl. No.	Name of the Employee with Designation	No. of days worked	Gross Remuneration
		Total	
		EPF 13%	
		ESI 3.25%	
		Service Charge	
		Total	

Amount in words :

Authorized Signatory

Statement for the month of : \_\_\_\_\_

Name and Address of the manpower Agency : \_\_\_\_\_

Sl.No.	Name of the manpower outsourced	Name	Designation	No. of days worked	EPF Number	Gross Remuneration	ESI				EPF				Take Home remuneration	
							Account No	Employee Share (1.75%)	Employer Share (3.25%)	Total	Account No	Employees share (12%)	Employer Share (13%)	Total	Amount	Cheque No, & Date

1. Deduction of EPF & ESI of employee share shall be calculated on gross remuneration to be paid for each individual support staff
2. Employer EPF share of 13.36% includes administrative charges of 1.36% (12% for EPF + 1.36% for Administrative charges)
3. Payment of employer share shall be calculated on the gross remuneration to be paid for each individual supporting staff.
4. After due deposit of the employer share (EPF & ESI) shall submit along with the bill for claim and reimbursement.
5. Take home remuneration means remuneration paid after deduction of employee share of ESI & EPF.

## MODEL AGREEMENT FOR SERVICE CONTRACT

### 1.1 THE AGREEMENT

1.1.1 THIS AGREEMENT made and entered into on this [DATE] day of [MONTH] Two Thousand [YEAR] between the Kendriya Vidyalaya Sangathan, a society registered under the Societies Registration Act (XXI of 1860) through the Director, KVS, KENDRIYA VIDYALAYA , Navanagar, Bagalkot - 587103 (herein after called KENDRIYA VIDYALAYA BAGALKOT, Navanagar, Bagalkot which expression shall where the context so admits include its successors and permitted assigns) of the one part, and

1.1.2 [NAME OF THE CONTRACTING AGENCY] a [COMPANY/FIRM] registered office at [ADDRESS] (hereinafter called the CONTRACTING AGENCY which expression shall where the context so admits include its successors and permitted assigns) of the other part.

---

1 \* In the format two types of brackets have been used. These are;

- (i) Square Bracket [ ] : these brackets indicate the following;
  - (a) [xxxxxxx] : replace the instruction by filling in relevant text;
  - (b) [xx/yy/zz] :among the options choose the applicable one (s) and delete the rest;
  - (c) [clause/phrase/sentence] : optional,choose whichever applicable to the specific requirement.

The square brackets, symbols and the underscores if any are to be deleted on drafting of the agreement.

- (ii) Ordinary Brackets ( ) : these brackets are a part of the text and are to be retained.

### DEFINITIONS

The agreement is general in nature wherein the particular office has been generally referred to as "INDENTING OFFICE" and the agency providing the service as "CONTRACTING AGENCY". If desired the word "INDENTING OFFICE" may be substituted by the acronym of the particular office and the CONTRACTING AGENCY by a suitable abbreviated name/acronym.

## 1.2 PREAMBLE

1.2.1 WHEREAS THE CONTRACTING AGENCY is [engaged in/ carrying out] [define the present business / objective / activity of the CONTRACTING AGENCY] and is desirous of providing service to the premises of, KENDRIYA VIDYALAYA , Navanagar, Bagalkot [on/in/for] [name the area of service contract].

1.2.2 WEHREAS, KENDRIYA VIDYALAYA, Navanagar, Bagalkot at its [KENDRIYA VIDYALAYA, Navanagar, Bagalkot] premises located in sector 63 A Navanagar (hereinafter called the INDENTING OFFICE) is seeking service on contract for Conservancy, Security and Gardening [name of the area of service contract] as detailed in the Appendix-I to the agreement (hereinafter called the WORK).

Now therefore in consideration of the premises and mutual covenants here in after contained, the parties hereto agree as follows:

## 13 SCOPE OF THE AGREEMENT

1.3.1 The agreement details the terms and conditions, financial arrangements, responsibilities and obligations of the CONTRACTING AGENCY and INDENTING OFFICE /pertaining to the WORK.

## 14 FINANCIAL ARRANGEMENTS

1.4.1 In consideration of the work to be carried out by the CONTRACTING AGENCY the , KENDRIYA VIDYALAYA, Navanagar, Bagalkot shall pay to CONTRACTING AGENCY as follows after deducting Income Tax at source on the total amount:

- (i) Rs. \*\* per man month / man day / man hour on [DATE] of every month for the service to be rendered by the CONTRACTING AGENCY subject to compliance of terms of the agreement by the CONTRACTING AGENCY.

\*\*Rs. \_\_\_\_\_ For service contract on \_\_\_\_\_



## **15 MODALITIES OF CONTRACT**

- 1.5.1 This contract is of the nature of service contract for a specified period and not labour contract.
- 1.5.2 The responsibility of the CONTRACTING AGENCY and schedule of fulfillment thereof shall be as per Appendix - 4 to the Agreement.
- 1.5.3 There will be a Screening Committee for evaluation of progress of the WORK. This Committee shall be set up by the INDENTING OFFICE. It will [fix/identify] the work to be done by the CONTRACTING AGENCY, targets/ milestones and criteria for completion of the Work. It shall also review the progress of the WORK at midterm of contract period. If at any state the Screening Committee finds the performance of the CONTRACTING AGENCY unsatisfactory, a notice to that effect will be sent to CONTRACTING AGENCY and if it fails to improve its performance of WORK within seven days of the notice serviced, the continuation of this agreement will be reviewed by the INDENTING OFFICE and agreement shall be terminated by giving information in writing to that effect to the CONTRACTING AGENCY.
- 1.5.4 For the purpose of providing service, the working hours and days of workers deployed by the CONTRACTING AGENCY in the premises of INDENTING OFFICE shall be as per para 2 of the tender document.

## **1.6 RESPONSIBILITIES OF CONTRACTING AGENCY**

- 1.6.1 CONTRACTING AGENCY shall undertake the WORK as per schedule detailed in Appendix - 4 to the Agreement by providing manpower including material in the premises of the INDENTING OFFICE.
- 1.6.2 This period of completion of WORK will not be extended unless it is for the reason beyond the control of the CONTRACTING AGENCY for a period not exceeding six months.
- 1.6.3 CONTRACTING AGENCY shall substitute suitable workers in lieu of those provided by it in the INDENTING OFFICE for the purpose of WORK, if not found suitable by the INDENTING OFFICE on initial evaluation within 48 hours of written notice. Similarly the INDENTING OFFICE will continue to hold the right to reject the replacement provided and ask for substitutes in cases of absentees / sick workers or otherwise on valid reasons.

- 1.6.4 CONTRACTING AGENCY shall on receipt of advance notice of not less than 24 hours from the INDENTING OFFICE, provide additional manpower or make temporary withdrawal of manpower provided by it.
- 1.6.5 CONTRACTING AGENCY shall be responsible for payment of salary, grant of leave and providing coverage for insurance medical benefits or such other statutory benefits to its workers provided by it in the INDENTING OFFICE. The INDENTING OFFICE shall not be responsible for making any payment to them. Workers provided by CONTRACTING AGENCY shall be employees of the CONTRACTING AGENCY for all purpose and the INDENTING OFFICE shall not have liability of any kind towards workers.
- 1.6.6 CONTRACTING AGENCY shall be responsible for any damage to the property / equipment / material of the INDENTING OFFICE by its personnel during the course of or consequent to the WORK being rendered. [Intimation regarding damage shall be given in writing to the CONTRACTING AGENCY within a week].
- 1.6.7 Liquidated damages for defaults on the part of the CONTRACTING AGENCY will be recovered from it. The decision of the Head of INDENTING OFFICE shall be final in this regard.

## **1.7 RESPONSIBILITIES OF THE INDENDING OFFICE**

- 1.7.1 INDENTING OFFICE shall provide all the basic working data available with it and afford all working facilities available with it to the authorized workers provided by the CONTRACTING AGENCY for fulfillment of the work.
- 1.7.2 INDENTING OFFICE shall permit the duly authorized workers of the CONTRACTING AGENCY at all convenient times to enter into and upon its premises where work is to be performed.
- 1.7.3 INDENTING OFFICE will maintain a separate record of attendance of no. of workers provided by the CONTRACTING AGENCY. The payment will be released to the CONTRACTING AGENCY on prorate basis after deducting the days of absence without suitable replacement or poor performance.

## **1.8 COMPLETION**

- 1.8.1 The WORK shall be deemed to have been completed on expiry of period of this contract and release of final payment to

the CONTRACTING AGENCY by the INDENTING OFFICE subject to review by the Screening Committee set up vide provision 1.5.3.

## **19 CONFIDENTIALITY**

1.9.1 during the tenure of the Agreement and [.....years | thereafter the CONTRACTING AGENCY undertake on their behalf and on behalf of their subcontracts / employees / representatives / associates to maintain strict confidentiality and prevent disclosure thereof of all the information and "data exchanged / generated pertaining to work under this Agreement for any purposes other than in accordance with the Agreement.

## **21 FORCE MAJERE**

2.1.1 Neither party shall be held responsible for non-fulfillment of their respective obligations under this Agreement due to the exigency of one or more of the force major events such as but not limited to Acts of God, war, flood earthquake, strike, lockouts, epidemics, riots, civil commotion, etc, provided on the occurrence and cessation of any such events, the party affected thereby shall give a notice in writing to the other party within one month of such occurrence or cessation. If the force-majeure conditions continue beyond six months, the parties shall then mutually decide about the future course of action

## **2.2 EFFECTIVE-DATE, DURATION, TERMINATION OF THE AGREEMENT**

2.2.1 The Agreement shall be effective from the date of acceptance of the offer as shown in the letter of acceptance of offer and award of work issued to CONTRACTING AGENCY and shall remain in force for a period of [months] from the said date.

2.2.2 The Agreement shall be deemed to expire on completion of the period, as provided in para 1.8.1 unless extended by both the parties.

2.2.3 During the tenure of the Agreement, parties hereto can terminate the Agreement either for breach of any of the terms and conditions of this Agreement or otherwise by giving a [ months] notice in writing to the defaulting party. Failure of either party to terminate the Agreement on account of breach or default by the other shall not constitute a waiver of that party's right to terminate this Agreement.

2.2.4 In this event of termination of the Agreement vide provision

2.2.3 the rights and obligations of the parties thereto shall be settled by mutual discussion; the financial settlement shall take into consideration not only the expenditure incurred but also the expenditure committed by INDENTING OFFICE.

2.2.5 In the event of termination of agreement, the CONTRACTING AGENCY shall be liable to refund the amount, if any, paid in advance to it by the INDENTING OFFICE.

## 2.3 NOTICES

2.3.1 All notices and other communications required to be served on the CONTRACTING AGENCY under the terms of this Agreement, shall be considered to be duly served if the same shall have been delivered to, left with or posted by registered mail/speed post to the CONTRACTING AGENCY at its last known address. Similarly, any notice to be given to the INDENTING OFFICE shall be considered as duly served if the same shall have been delivered to, left with or posted by registered mail/speed post to the INDENTING OFFICE at its registered address at [New Delhi / name of the city],

## 2.4 AMMENDMENTS OF THE AGREEMET

2.4.1 No amendment or modification of this Agreement shall be valid unless the same is made in writing by both the parties or their authorized representatives and specifically stating the same to be an amendment of this Agreement. The **modifications / changes shall be effective from the** date on which they are made/ executed, unless otherwise agreed to.

## 2.5 ASSIGNMENT OF THE AGREEMENT

2.5.1 The rights and / or liabilities arising to any party to this Agreement shall not be assigned except with the written consent of the other party and subject to such terms and conditions as may be mutually agreed upon.

## 2.6 DISPUTE SETTLEMENT

2.6.1 In the event of any dispute or difference between the parties arising out of or in connection with the terms and conditions of this Agreement such dispute or differences shall be referred to the Joint Commissioner (Admn.), Kendriya Vidyalaya Sangathan (HQ), New Delhi - 110067. The decision of the Joint Commissioner (Admn.), Kendriya

Vidyalaya Sangathan (HQ), New Delhi - 110067 shall be final and binding on both the parties

**SEAL OF THE PARTIES**

In witness whereof the parties hereto have signed this Agreement on the day, month and year mentioned hereinbefore.

**Parties**

**Parties**

For and on behalf of INDENTING OFFICE Agency

For and on behalf of Contracting Agency

Signature .....  
Signature.....

Name .....  
Name.....

Designation .....  
Designation.....

Seal .....  
Seal.....

Witness (Name and Address)

Witness (Name and Address)

- 1.
- 2.

- 1.
- 2.

**Appendix A**

Responsibilities of the Contracting Agency:

- (a) The remuneration shall be disbursed through cheque at , KENDRIYA VIDYALAYA, Navanagar, Bagalkot's premises in the presence of representative of the KENDRIYA VIDYALAYA BAGALKOT. Or through NEFT
- (b) The Contracting Agency will ensure payment by the 5<sup>th</sup> of every succeeding month to their employees provided to the KVS, KENDRIYA VIDYALAYA BAGALKOT, Navanagar, Bagalkot's office/premises as per the monthly remuneration quoted without any deduction, not shown in the Tender Documents.
- (c) The Contracting Agency will submit the invoice/bill along with proof of disbursement in triplicate after making the payment to the employees provided to the KVS, KENDRIYA VIDYALAYA BAGALKOT, Navanagar, Bagalkot's office/premises supported with the following documents :-

- (i) Details of disbursement made to the staff furnishing cheque details for each payment,
  - (ii) Proof of payment of statutory obligation such as EPF, ESI, Service Tax and any other applicable tax.
  - (iii) **Payment to the Contracting agency will be released within 15 days from the date of the receipt of the invoice/bill.**
- (d) The Contracting Agency will provide Identity Card and uniform to all his employees deputed as per the format suggested by the Indenting Office valid for the period of contract.
- (e) The Contracting Agency shall comply with all statutory obligations. Minor variations as per actual calculation will be borne by the Indenter/Client.
- (f) The normal office hours of , KENDRIYA VIDYALAYA, Navanagar, Bagalkot is from 8.20 am to 5.30 pm six days from Monday to Saturday. However, the Contracting Agency will deploy their workers and provide the services of gardening and cleanliness/filling of water in filters for six days in a week from Monday to Saturday according to the duty timing shown at pre-pages/above. The contract Agency shall provide security staff for 24X7 basis in three shifts.
- (g) In case of absence on any working day, the wage for that day as per Minimum wages Act will be deducted and there shall be a penalty of Rs. 1000/ for each day of absence
- (i) The Candidates/Manpower provided by the Contracting Agency shall be accepted only after scrutiny by, KENDRIYA VIDYALAYA, Navanagar, Bagalkot. Therefore, minimum three-four bio-data shall be made available against each slot in each category. The candidate may be invited for personal discussion also. No Conveyance or any other charges will be paid by, KENDRIYA VIDYALAYA, Navanagar, Bagalkot. In case, none is found suitable then additional bio-data shall be made available by the Contracting Agency, promptly i.e. within 24 hours. The replacement of a Candidate on account of absence /unsuitability for KVS shall be made within 24 hours.
- (j) The contracting Agency will be required to sign a contract with the, KENDRIYA VIDYALAYA, Navanagar, Bagalkot as per the Model Contract enclosed for ready reference. The other terms and conditions specified in the Bid document and accepted bid will also form the part of the Model Agreement.
- (k) In case of any loss, theft / sabotage caused by/attribution to the personnel deployed, the, KENDRIYA VIDYALAYA, Navanagar, Bagalkot reserves the right to claim and recover damages from Contracting Agency.
- (l) The antecedents of all the workers will be got verified from the police by the Contracting Agency before deployment for work.

(m) The Contracting Agency will deploy the trained and sufficient SC/ST workers who are below the age of 50 years as well as physically fit and mentally alert. The Contracting Agency will also ensure that the workers/staff deployed are free from Aids or any other infectious disease before deployment for work.

(n) The , KENDRIYA VIDYALAYA, Navanagar, Bagalkot shall provide a small room/space for the workers/staff deployed by the Contracting Agency. No name plate of agency shall be allowed on the room and nobody will be allowed to stay in the office except the staff of Contracting Agency on duty.

(o) The Contracting Agency shall provide to their personnel deployed for cleanliness and for filling of water in filters with impressive summer uniform as well as winter uniform with insignia.

**KENDRIYA VIDYALAYA SANGATHAN**  
**KENDRIYA VIDYALAYA:: NAVANAGAR, BAGALKOT**

**INTEGRITY PACT**

This pre-bid pre-contract Agreement (hereinafter called the integrity Pact) is made on \_\_\_\_\_day of the month of \_\_\_\_\_, between, on the one hand, the Commissioner of KVS acting through Shri J ANANTHA PADMANABHAN,, KENDRIYA VIDYALAYA, Navanagar, Bagalkot. (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 \_\_\_\_\_ (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 Catering Service (Name of the Stores/ Equipment/ Item) and the BIDDER/Seller is willing to offer/has offered the service.

WHEREAS the Bidder is a private company/public company/Government undertaking/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 bringing 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 in to 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

*Signature of Buyer*

*Signature of Bidder*

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' 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 BUYER 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 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 execution of the contract or any other

*Signature of Buyer*

*Signature of Bidder*

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 representatives 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 defence 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 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 allow 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.

*Signature of Buyer*

*Signature of Bidder*

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 same 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. EAR NEST 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:, KENDRIYA VIDYALAYA BAGALKOT VVN Account

(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 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 the RFP).

5.2 The Security Deposit shall be valid up to a period of fourteen months 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.

*Signature of Buyer*

*Signature of Bidder*

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.

## 6. 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 anyone 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 and 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 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.

*Signature of Buyer*

*Signature of 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 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 has appointed Independent Monitors (herein after refer to 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.

*Signature of Buyer*

*Signature of Bidder*

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 -in impact o n the contractual relations between the parties . The parties will offer to the Monitor the option to participate in such meetings.

8.8 The Monitor 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 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.

*Signature of Buyer*

*Signature of Bidder*

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 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  
Name of the Officer.  
Designation  
Deptt./MINISTRY/PSU

BIDDER  
CHIEF EXECUTIVE OFFICER

Witness  
1. \_\_\_\_\_  
2. \_\_\_\_\_

Witness  
1. \_\_\_\_\_  
2. \_\_\_\_\_

\* Provisions of these clauses would need to be amended / deleted in line with the policy of the BUYER in regard to involvement of Indian agents of foreign suppliers.

*Signature of Buyer*

*Signature of Bidder*