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CENTRAL BOARD OF SECONDARY EDUCATION

(An Autonomous Organization under the Union Ministry of Human Resource Development, Govt. of India)

Shiksha Sadan, 17, Rouse Avenue, Institutional Area, New Delhi-110002

No. CBSE/ACAD/SUPDT(IT)

Dated: 19/01/2016

Subject:-Tender for Procurement of SD Cards- reg.

1. The Central Board of Secondary Education, Shiksha Sadan, 17 Rouse Avenue, New Delhi intends to invite a limited tender in two bids(Technical & Financial) in prescribed tender form for Procurement of SD Cards for Academic Unit.
2. Details of the tender:

| S.No. | Particulars | |
|-------|--|-------------------|
| 2.1 | Tender No. | 130 |
| 2.2 | Description | SD Cards |
| 2.3 | Type Of Tender | Limited |
| 2.4 | Last date and time of submission of bid. | 25/01/2016 2:00pm |
| 2.5 | Date, Time and venue of opening of tender. | 25/01/2016 3:00pm |
| 2.6 | Bid Validity. | 1 Year |
| 2.7 | EMD. | 50,000 . |

3. Scope of work and term and condition of the contract including format of bids etc. are enclosed to this tender as per following details-
 - a) Eligibility criteria and term & conditions at Annexure I.
 - b) Format Of Financial Bids at Annexure II.
4. The Bidders are also permitted to question the bidding conditions/bidding process/rejection of their bid.
5. The entire document including its annexure ,except financial bid in Annexure IV will be part of the technical bid along with the EMD and all other requisites documents called for tender. The technical bid (including entire tender documents and its annexure except financial bid) is required to be signed on each and every page of the form otherwise the bid may be primarily treated as technically disqualified. Bidders shall go through the entire tender documents carefully before submitting their tenders.

Annexure I

Eligibility Conditions: -

1. Original Demand Draft must be enclosed on account of EMD.
2. Copy of registered partnership deed in case the firm is in partnership and Memorandum of articles in case the firm is Private Limited / Public Limited Company.
3. The tenderer has to undertake that the firm/individual has not been debarred from participation in tender anywhere in Central Govt. Depts. /Central Govt. PSUs /Consumer Society approved by Central Govt. for the last three years.
4. PAN Card, TIN No. & Bank Account no:
5. The bidder should have made turnover of at least 30 lacs each year for the last three financial years.
6. Copy of Income Tax Returns.
7. The bidder should have supplied the computer related items to minimum of one government organisation.
8. The bidder should submit supporting documents for all the above qualification criteria.

EMD

Earnest Money deposit (EMD) of ₹.50,000/- (Fifty thousand only) by Demand Draft favouring Secretary, CBSE payable at Delhi must be attached with the offer. In case the offer is accepted, and the vendor does not honour his obligations, the EMD shall be forfeited. The EMD furnished by the bidders other than the one selected shall be refunded within one month. However firm registered with the central purchase organisation, National Small Industries Corporation (NSIC) or the concerned ministry or department not required to deposit earnest money deposit. The terms and conditions of tender are mentioned in tender document in detail. The tender, which is not accompanied by the requisite EMD, shall be summarily rejected. Tender will not be accepted after expiry of due date and time.

GENERAL TERMS AND CONDITIONS OF THE TENDER

A. INTRODUCTION

1. Definitions

- (a) *"The Purchaser"* means the Central Board Of Secondary Education(CBSE),17 Rouse Avenue ,Shiksha Sadan,New Delhi-110002.
- (b) *"The Bidder"* means the individual or firm who participates in this tender and submits its bid.
- (c) *"The Supplier"* means the individual or firm supplying the goods under the contract.
- (d) *"The Goods"* means all the equipment, tools and accessories and/or other materials, which the Supplier is required to supply to the Purchaser under the contract.
- (e) *"The Purchase Order"* means the order placed by the Purchaser on the Supplier signed by the Purchaser including all attachments and appendices thereto and all documents incorporated by reference therein. The purchase order shall be deemed as "Contract" appearing in the document.
- (f) *"The Contract Price"* means the price payable to the Supplier under the purchase order for the full and proper performance of its contractual obligations.

2. Cost of Bidding

The bidder shall bear all costs associated with the preparation and submission of the bid. CBSE, will in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

B. The BID DOCUMENT

3. Bid Document

3.1 The goods required, bidding procedures and contract terms are prescribed in the Bid Document.

The Bid Document includes:

- (a) Tender Notice
- (b) General Terms and Conditions of the Tender
- (c) Commercial Conditions of the Contract
- (d) Bid Form
- (e) Letter of authorization to attend bid opening
- (f) Technical Specifications of items Bid.
- (g) Financial Bid

3.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all information required as per the Bid Documents or submission of bids not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and may result in rejection of the bid.

4. Clarification of Bid Documents

A prospective bidder, requiring any clarification of the Bid Documents shall notify the Purchaser in writing by email at cbseacad.it@gmail.com or by Fax **(Fax No. 212603)** at the Purchaser's mailing address Indicated in the Invitation for Bids. The Purchaser shall respond in writing to any request for clarification of the Bid Documents, which it receives not later than 14 days prior to the date for the submission of bids. Copies of the query (without identifying the source) and clarifications by the Purchaser shall be sent to all the prospective bidders who have received the bid documents. Any clarification issued by CBSE in response to query raised by prospective bidders shall form an integral part of bid document and it may amount to an amendment of relevant clauses of bid document.

5. Amendment of Bid Documents

5.1 At any time, prior to the date of submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the bid documents by amendments and upload the amendment in the CBSE website.

5.2 The amendments shall be notified in writing to all prospective bidders on the address intimated at the time of purchase of bid document from the purchaser and these amendments will be binding on them.

5.3 In order to afford prospective bidders reasonable time in which to take the amendments into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids suitably.

C. PREPARATION OF BIDS

6. Documents Comprising the Bid:

The bid prepared by the bidder shall comprise the following components:

- (a) Documentary evidence established in accordance with Clause 2 and 10 that the bidder is eligible to bid and is qualified to perform the contract if his bid is accepted.
- (b) Bid Security
- (c) Bid Cost demand draft if tender document downloaded from website.
- (d) A Bid form and financial bid

7. Bid Form

The bidder shall complete the Bid Form and the financial bid furnished in the Bid Documents, indicating the goods to be supplied, a brief description of the goods, quantity and price as per Financial Bid.

8. Bid Prices

8.1 The bidder shall give the total composite price inclusive of all levies and taxes, packing forwarding, freight & insurance, wherever applicable. The basic unit price and all other components of the price need to be individually indicated against the goods it proposed to supply under the contract as per financial bid. The offer shall be firm in Indian Rupees. No foreign exchange will be made available by the purchaser.

8.2 Prices indicated on the financial bid shall be entered in the following manner:

- (i) The price of the goods shall be quoted total price inclusive of packing and transportation. Custom duty, Excise duty, VAT, Insurance, Freight and other statutory taxes payable by the bidder shall also be quoted separately item wise.
- (ii) **The bidder shall quote only one price for each item**

8.3 The prices quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation is likely to be treated as no responsive and rejected. The unit price quoted by the bidder shall be in sufficient detail to enable the purchaser to arrive at prices of good/item offered.

9. The price of SD cards cost should be inclusive or exclusive of taxes.

10. Documents Establishing Bidder's Eligibility and qualification

- 10.1 Original Demand Draft must be enclosed on account of Earnest Money Deposit.
- 10.2 Copy of registered partnership deed in case the firm is in partnership and Memorandum of articles in case the firm is Private Limited / Public Limited Company.
- 10.3 The tenderer has to undertake that the firm/individual has not been debarred from participation in tender anywhere in Central Govt. Depts. /Central Govt. PSUs /Consumer Society approved by Central Govt. for the last three years.
- 10.4 PAN Card, TIN No. & Bank Account no:
- 10.5 Copy of Income Tax Returns.
- 10.6 The bidder should have supplied the computer related items to minimum of one government organisation.
- 10.7 The bidder should submit supporting documents for all the above qualification criteria.

11. Documents Establishing Goods Conformity to Bid Documents

Pursuant to Clause 7, the bidder shall furnish, as part of his bid, documents /samples establishing the conformity of his bid to the Bid document of all goods and services, which he proposes to supply under the contract.

12. Bid Security (Earnest Money)

- 12.1 The bidder shall furnish, as part of his bid, a bid security as crossed demand draft payable to Secretary CBSE Delhi with the technical bid of tender.
- 12.2 The bid security is required to protect the Purchase against the risk of bidder's conduct, which would warrant the bid security's forfeiture, pursuant to para 12.6.
- 12.3 The bid security of the unsuccessful bidder will be discharged /returned, as promptly as possible.
- 12.5 The successful bidder's bid security will be discharged upon the bidder's acceptance of the advance purchase order and furnishing the performance security.
- 12.6 The bid security may be forfeited:
- (a) If a bidder withdraws his bid during the period of bid validity specified by the bidder on the Bid form or
 - (b) In the case of a successful bidder, if the bidder fails to sign the contract in accordance with clause 28 to furnish performance security in accordance with clause 27.
 - (c) In both the above cases, i.e. 12.6 (a) & (b), the bidder will not be eligible to participate in the tender for same item for one year from the date of issue of APO. The bidder will not approach the court against the decision of CBSE in this regard.

13. Period of validity of Bids

Bid shall remain valid for 1 Year from the date of opening of the Financial Bid.

14. Submission of Bids

The technical bid (Annexure III) and financial bid(Annexure IV) should be put in two separate envelopes super scribed as "Technical Bid and Financial Bid" respectively and sealed separately. Both these envelopes should be put in a bigger envelope super scribed as "**Procurement Of SD Cards**" and sealed and addressed to the Deputy Secretary CBSE, Shiksha, 17 Rouse Avenue, New Delhi.

b) The sealed quotation duly super scribed "**Procurement Of SD Cards**" addressed to the undersigned may be deposited or received through speed post/ registered post/ ordinary post/ courier latest by 25/01/2016 on 2:00 PM. The bids shall be open on same date at 3:00 PM in the tender box put near reception not later than 3:00 PM on date. The quotation mentioned after stipulated time and date shall not be entertained. will be uploaded on the same date at 3:30 PM.

15. Late Bids

Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser shall be rejected and returned unopened to the bidder.

COMMERCIAL CONDITIONS OF CONTRACT

16. Application

The General Conditions shall apply in contracts made by the Purchaser for the procurement of Goods.

17. Standards

The Goods supplied under this contract shall be of standard Quality

18. Patent Rights

The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the goods or any part thereof in CBSE Network.

19. Penalty clause

Penalty of 10% will be paid in case of non-delivery of goods on time and any defect or alteration in SD cards.

20. Delivery

20.1 Delivery of the goods and documents shall be made by the Supplier in accordance with the terms specified by the Purchaser in its Schedule of requirements and conditions of contract. The goods shall remain at the risk of the Supplier until delivery has been completed. The delivery of the goods shall be to the ultimate consignee as given in the purchase order.

20.2 The delivery of the goods and documents shall commence immediately on placement of Purchase Order and be completed within the period, specified in the purchase order.

21 Delivery time should be one week from the date of supply order.

22. Warranty

22.1 The supplier shall warrant that the stores to be supplied shall be new and free from all defects and faults in materials used, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for materials of the type ordered and shall perform in full conformity with the specifications and drawings. The supplier shall be responsible for any defect that may develop under the conditions provided by the contract and under proper use, arising from faulty material, design or workmanship and shall remedy such defects at his own cost when called upon to do so by the Purchaser who shall state in writing in what respect the stores are faulty.

22.2 Replacement under warranty clause shall be made by the supplier free of all charges at site including freight, insurance and other incidental charges.

23. Payment Terms

23.1 Payment of the price shall be made on receipt of goods in good condition by consignee. For claiming this payment the following documents are to be submitted to the paying authority.

(i) Invoice (ii) Delivery Challan (iii) Consignee receipt

24. PRICES

(i) (a) Prices charged by the supplier for goods delivered and services performed under the contract shall not be higher than the prices quoted by the Supplier in his Bid.

(b) In the case of revision of Statutory Levies/Taxes during the finalization period of tender, the Purchaser reserves the right to ask for reduction in the prices.

(ii) Price once fixed will remain valid during the schedule delivery period.

Increase and decrease of Taxes and other statutory duties will not affect the price during this period.

(b) Any increase in taxes and other statutory duties/levies after the expiry of the delivery date shall be to the supplier's account. However the supplier shall pass on benefit of any decrease in these Taxes/duties to the Purchaser.

(iii) (a) The approved prices shall be valid for the period of one year from date of agreement and the Purchase order on approved prices shall be issued from time to time as per requirement of purchaser

Financial Bid Document**Tender for supply of Microchips**

| Particulars | Rate(per Nos.) |
|---|-----------------------|
| 1) 32GB Micro SD Card <ul style="list-style-type: none">• Sandisk• Kingston• Transcend• Samsung | |
| 2) Content writing to Micro SD Card | |
| 3) Each Micro SD card should be packed in a pouch. The pouch should have a label showing Udaan Logo, SD card contents and a serial number. | |