



केन्द्रीय माध्यमिक शिक्षा बोर्ड
CENTRAL BOARD OF SECONDARY EDUCATION

F-01/AMC/Maint./H.Q/2017/

Date:22/11/2017

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Sub: -Limited tender for Comprehensive Annual Maintenance Contract for Reverse Osmosis system of 500 LPH capacity installed at Shiksha Kendra building, Delhi-110092.

Sir,

The CBSE intends to invite limited tender for Comprehensive Annual Maintenance Contract for Reverse Osmosis system of 500 LPH capacity installed at terrace floor of Shiksha Kendra building, Delhi-110092 through specialized agencies having minimum 3 years of relevant experience in CAMC works and satisfactorily executed minimum three similar works of maintenance of R.O system of capacity 500 LPH or above during last 3 years. Rates are to be quoted on the prescribed format annexed herewith. The agencies willing to submit tender are advised to visit the building so that exact quantum of work is assessed. The tender complete in all respect including experience certificates, tender fees Rs. 300/- and EMD of Rs. 4000/- payable in favour of the Secretary, CBSE, Delhi must be submitted latest by 12/12/2017 upto 2:30 p.m. and dropped in the tender-box placed at Ground Floor near Reception Counter, CBSE Shiksha Kendra building, 2 Community Centre, Preet Vihar, Delhi-110092. The tenders shall be opened on same date at 3.00 P.M. in the presence of the tenders who may wish to be present.

Incomplete and conditional tender shall be summarily rejected. The CBSE reserves the right to reject any or all the quotations without assigning any reason thereof.

Yours faithfully

(RAHUL TYAGI)
ASSISTANT ENGINEER (CIVIL)

NOTICE INVITING TENDER

Sealed Limited tenders are invited from reputed agencies having minimum 3 years of relevant experience in CAMC works and satisfactorily executed minimum three similar works of maintenance of R.O system of capacity 500 LPH or, above during last 3 years.

| | | |
|-----|-------------------------------------|---|
| I | Name of Work: | Limited tender for Comprehensive Annual Maintenance Contract for Reverse Osmosis system of 500 LPH capacity installed at Shiksha Kendra building, Delhi-110092. |
| ii | Estimated Cost | Rs. 1,17,000/- |
| iii | Cost of Tender | Rs. 300/- (Non refundable and to be submitted along with application of issue of tender) |
| iv | EMD | Rs.4000/- payable through DD/BD in f/o The Secretary CBSE, Delhi. |
| v | Last date for submission of tenders | 12/12/2017 at 2.30p.m. |
| VI | Opening of Tender | 12/12/2017 at 3:00 p.m. |

Tender duly completed should be dropped in the tender box placed at Reception Counter, CBSE, H.Q “Shiksha Kendra” 2, Community Centre, Preet Vihar, Delhi-110092. Tender may be download from the e procurement portal <https://eprocure.gov.in/epublish/app> and CBSE website www.cbse.nic.in.

(Rahul Tyagi)
Assistant Engineer (Civil)

**CENTRAL BOARD OF SECONDARY EDUCATION 2, COMMUNITY ENTRE, PREET
VIHAR, DELHI-92.**

Last date:12/12/2017

Upto 2.30 P.M.

Name of work : Limited tender for Comprehensive Annual Maintenance Contract for Reverse Osmosis system of 500 LPH capacity installed at Shiksha Kendra building, Delhi-110092.

Note:- Tenderer must read the instruction carefully before filling the particular in this part.

1.0 About the Agency:-

1.1 Name of the Agency:-

1.2 Office Address:-

1.3 Tel. No:-

1.4 Email Id:-

1.5 PAN NO:-

1.6 G.S.T Regd Certificate:-

1.7 Annual turnover last three years:-

2.0 Eligibility prerequisite:-

2.1 Experience

a) Minimum 03 years in relevant field of

| SL. Nos | Year | Name of the organization | Cost of the work (executed) | Contract person with Tel. No. | Period from | Copy of Work Order |
|---------|------|--------------------------|-----------------------------|-------------------------------|-------------|--------------------|
| 01 | | | | | | Annexure-A |
| 02 | | | | | | Annexure-B |
| 03 | | | | | | Annexure-C |

3.0 Tender fees (Rs. 300/-) in f/o DD/BD or NEFT

4.0 EMD (RS.4000/-) in f/o DD/BD or NEFT

Note: Please attach the scanned copies of:

- I. PAN No.
- II. GST Regd. No.
- III. Registration certificate.
- IV. Self-attested copies of all experience documents.

(Signature of the tenderer)

With complete address and seal

Tel No

Mobile No

Place

Date

SCOPE OF WORK:

- During the CAMC period, defect, if any in the RO system shall be rectified by the Company or by its authorized Service Provider/s.
- Engineer/Technician shall visit at least once in every month for servicing the system.
- Chemical cleaning & changing must be done in 3-4 months. (one per quarter)
- Any breakdown, if occurs, will be attended to immediately or maximum within 24 hours.
- The CAMC will include repairs/replacement of any electro mechanical part of RO system, whether it is Consumable/Non consumable, it will not be charged and the services will be free of cost.

INSTRUCTION TO THE TENDERERS

1. Tender form should be complete in all respect. Incomplete tender or tenders without E.M.D and tender fees shall not be considered.
2. Last date of submission of tender is 12.12.2017 up to 2.30 P.M
3. Date and Time of opening of tender is 12.12.2017 up to 3.00P.M
4. Each and every page of the tender documents should bear the stamp and signature of the authorized representative/quoting firm. Formats and financial bid should be duly filled up by the tenderer.
5. The rates for each and every item shall be quoted in Figure and words. In case of any discrepancy in rates, the rates written in words shall prevail.
6. The envelope containing tender document shall be sealed and bear the name of work and the name and address of the tenderer.
7. The work site that is CBSE, HQ building, Preet Vihar can be visited on any working day during office hours by contacting Engineers in order to have an Idea of scope of work.
8. The Secretary, CBSE reserves the right to accept or reject any tender or all tenders without assigning any reason whatsoever.
9. Conditional tenders are liable to be rejected.
10. The tender for the work shall remain open for acceptance for a period of sixty days (60) from the date of opening of tender.
11. These instructions shall form a part of the contract document.
12. The EMD of unsuccessful tenderers shall be refunded within one week after the award of work to the successful tenderer.

13. **Financial Bid:** The financial bid of only those tenderers, who qualify in technical bid will be opened in the presence of successful tenderers, who choose to attend the opening of financial bid.
14. **Award of Work:** -
- (i) The selection of the agency will be at the sole discretion of the Secretary CBSE who reserves its right to accept or reject any or all the proposals without assigning any reason thereof.
- (ii) Upon evaluation of Technical & Financial bids award of contract will be intimated to the successful tenderer.
15. Duly filled Tender submitted latest by 12.12.2017 upto 2:30 PM shall be dropped in the Tender Box placed at Ground Floor near Reception Counter, CBSE Shiksha Kendra, 2, Community Centre, Preet Vihar, Delhi-110092.
16. The contract with the agency which does not provide proof of payment of statutory dues will be terminated right away by giving one month's written notice.
17. Delayed /late tenders for whatever reason will be summarily be rejected.

GENERAL CONDITIONS OF CONTRACT

1. General Conditions The General Conditions shall apply in contracts made by the Purchaser for the procurement of Goods.
2. **PERFORMANCE SECURITY:**
- 2.1 The bidders shall furnish performance security to the purchaser for an amount equal to 10 % of the value of work order within 30 days from the date of issue of Work Order by the Purchaser.
- 2.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the supplier's failure to complete its obligations under the Contract.
- 2.3 The Performance Security Bond shall be in the form of Bank Guarantee issued by a nationalized Bank The duration should be at least 13 months.
- 2.4 The Performance Security Bond will be discharged by the Purchaser after a period of sixty days beyond completion of the supplier's performance obligations including any warranty obligations under the contract.
3. **PAYMENT TERMS:**
- 3.1 The payment procedure will be as per applicable on Central Government General Financial Rules-2017.
- 3.2 All payments shall be released by CBSE against quarterly bill to be submitted by the contractors and duly checked, passed & vetted by the CBSE Engineer-in-Charge.

3.3 CBSE shall deduct Income Tax at source from all payment due to you under this contract in accordance with Income Tax Act 1961 and rules made there under including any amendments or modification thereof.

4. PRICES

4.1 (i) 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.

(ii) Prices 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.

(iii) During the period of agreement, any increase in taxes and other statutory duties/levies shall be to the supplier's account. However benefit of any decrease in these taxes/duties shall be passed on to the Purchaser by the supplier.

5.0 INTENT & SCOPE OF WORK:

5.1 You shall execute the above work at CBSE Shiksha Kendra building, 2 community Centre, Preet Vihar, Delhi-110092.

5.2 The works shall be executed only in accordance with Tender & manufacturer's manual of the equipments, IS Codes, Standard engineering practice & as per instruction of the Engineer-in-Charge.

Any, discrepancy noticed should be brought to the notice of Engineer-in-Charge before start of work.

6 LIQUIDATED DAMAGES

6.1 The date of delivery of the stores stipulated in the acceptance of the tender should be deemed to be the essence of the contract and delivery must be completed not later than the dates specified therein. Extension will not be given except in exceptional circumstances. Should, however, deliveries be made after expiry of the contracted delivery period, without prior concurrence of the purchaser and be accepted by the consignee, such delivery will not deprive the purchaser of his right to recover liquidated damage.

6.2 Should the supplier fails to deliver the store or any consignment thereof within the period prescribed for delivery, the purchaser shall be entitled to recover 0.5 % of the value of the delayed supply for each week of delay or part thereof. L/D charges shall be levied as above on the total value of the concerned package of the Purchase Order. Quantum of liquidated damages assessed and levied by the purchaser shall be final and not challengeable by the supplier.

6.3 Breakdown if, not attended within 24 hrs of complaint, a penalty of Rs. 500/- per day per complaint will be imposed on supplier and deduction will be made from the bills submitted by Agency.

7 FORCE MAJEURE:

- 7.1 If, at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such an event come to an end or cease to exist, and the decision of the Purchaser as to whether the deliveries have been so resumed or not shall be final and conclusive. Further if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may, at its option, terminate the contract.
- 7.2 Provided, also that if the contract is terminated under this clause, the Purchaser shall be at liberty to take over from the Supplier at a price to be fixed by the purchaser, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in course of manufacture which may be in possession of the Supplier at the time of such termination or such portion thereof as the purchaser may deem fit, except such materials, bought out components and stores as the Supplier may with the concurrence of the purchaser elect to retain.

8 TERMINATIONS FOR DEFAULT

- 8.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the supplier, terminate this contract in whole or in part
- a) If the supplier fails to deliver any or all of the goods within the time period(s) specified in the contract, or any extension thereof granted by the purchaser;
 - b) If the supplier fails to perform any other obligation(s) under the Contract; and
 - c) If the supplier, in either of the above circumstances, does not remedy his failure within a period of 24 hours (or such longer period as the purchaser may authorize in writing) after receipt of the default notice from the purchaser.
- 8.2 In the event the purchaser terminate the contract in whole or in part pursuant.
- 8.3 The purchaser may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered and the supplier shall be liable to the Purchaser for any excess cost for such similar goods. However the supplier shall continue the performance of the contract to the extent not terminated.

9. TERMINATION FOR INSOLVENCY

The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, without compensation to the supplier. If the supplier becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

10. ARBITRATION

10.1 In the event of any question, dispute or difference arising under this Agreement, or in connection thereof, except as to matter, the decision of Chairman shall be final.

11.0 EFFECT, GOVERNMENT LAWS AND JURISDICTION OF CONTRACT:

11.1 For all purpose and intents, this contract becomes effective from date of issue of this Letter of Award.

11.2 The laws applicable in this contract shall be the laws in force in INDIA. The courts of Delhi shall have exclusive jurisdiction in all matter arising under this contract.

12.0 Fraud and Corruption

The Manufacturer, Bidders, Suppliers, Contractors and Consultants, shall observe the highest standard of ethics during the procurement and execution of such Contracts. In pursuit of this;

12.1 Defines, for the purposes of this provision, the terms set forth below as follows:

- (i) **“Corrupt practice”** means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
- (ii) **“Fraudulent practice”** means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
- (iii) **“Collusive practice”** means a scheme of arrangement between two or more Bidders, with or without the knowledge of the borrower, designed to establish bid prices at artificial, no competitive levels;
- (iv) **“Coercive practice”** means harming or threatening to harm, directly or indirectly, person or their property to influence their participation in the procurement process or affect to execution of a contract.

13.0 MOBILISATION OF EQUIPMENTS:

You shall mobilize all the necessary plant/machinery and equipments as required for RO's System work. If during the currency of contract, it is found by the Engineer-In-Charge that the progress of work is not satisfactory, you shall promptly mobilize additional plant and equipments and manpower as may be required and directed by the Engineer-In-Charge for ensuring satisfactory progress of work at site.

14.0 Award of Work: -

The selection of the agency will be at the sole discretion of the CBSE who reserves its right to accept or reject any or all the proposals without assigning any reason thereof.

15.0 OBLIGATIONS OF THE CONTRACTOR:

The contractor shall ensure full compliance with tax laws and labour laws of India with regard to this contract and shall be solely responsible for the same. The contractor shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the Employer fully indemnified against liability of levies/ taxes, interest, penalty etc. of the contractor in respect thereof, which may arise.

16.0 Accident or injury:

The Employer shall not be liable for or in respect of any damages or compensation payable to any workman for death or injury resulting from any act or default of the contractor. The Contractor shall indemnify and keep indemnified the Employer against all such damages and compensation and expenses whatsoever in respect thereof or in relation thereto.

17.0 Defect identification and its rectifications:

Agency shall immediately attend the defects and complaints noticed at site. The agency shall provide and develop a system for regular Repair and Maintenance of all the services which includes defect identification and its immediate rectification so, that services are not affected. It shall be the sole responsibility of the Repair and Maintenance agency that all the services are kept in functional condition round the clock during the currency of the contract. CAMC period shall be 12 months from the date of completion of work under Quotation measurable works. The contractor shall rectify at his own expenses (whatever in quotation) any defect in the work carried out by him during this period. On failure of the contractor to do so, the same shall be completed by the employer at the risk and cost of the contractor.

18.0 Amicable Settlement of Dispute

The party shall use their best efforts amicably all disputes arising out of or in connection this contract or the interpretation thereof.

19.0 Default of Contractor

If the performance of the contract and is not satisfactory and not corrected within 07 days of receiving notice, then employer shall be at liberty to terminate the contract and get the work executed through other means at the risk and cost of the Contractor.

20.0 Payment on Termination

In the event of termination of the contract, employer shall be at liberty to get balance work done at the risk and cost of the contractor and due payment of the contractor, if any, shall be released after the completion of whole of the works.

DECLARATION (On company letter head)

1. I Son / Daughter of ShriProprietor / Partner / Director / Authorised Signatory of am competent to sign this declaration and execute this tender document.
2. I have carefully read and understood all the terms and conditions of the tender and hereby convey my acceptance of the same.
3. The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / we, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

Signature of Authorized Person

Date:

Full Name:

Place:

Company's Seal:

N.B.: The above declaration, duly signed and sealed by the authorized signatory of the company, should be enclosed with Technical tender.

(TO BE TYPED ON A LETTER HEAD OF THE CAMC OF RO SERVICES)

UNDERTAKING

To,

The Secretary
Central Board of Secondary Education
2 Community Centre
Preet Vihar, Delhi-110092

Subject: Tender for providing CAMC of Reverse Osmosis Services.

Sir,

1. I/We hereby agree to abide by all terms and conditions laid down in tender document.
2. This is to certify that I/We before signing this bid have read and fully understood all the terms and conditions and instructions contained therein and undertake myself/ourselves abide by the said terms and conditions.
3. I/We shall abide by the provisions of Income Tax return/and other statutory provisions like Service tax, TIN number, from time to time.
4. I/We do hereby undertake that complete Comprehensive Annual Maintenance Contract of Reverse Osmosis Equipments Services at CBSE, Preet Vihar, Delhi shall be ensured by our Agency, as well as any other assignment considered by the Engineer in Charge.

(Signature of the Bidder)

Name and Address of the Bidder.

Telephone No.

CHECK LIST OF THE DOCUMENTS TO BE SUBMITTED WITH THE TENDER

Confirm the enclosure of all the below listed documents without which tenderer may not be eligible to participate in the tender.

| S.No | Items | Confirm with indicate the page number |
|-------------|---|--|
| 1 | EMD/Cost of BOQ | |
| 2 | Tender form with complete technical bid and Financial bid,with all pages serially numbered, signed and stamped on each page | |
| 3 | Income Tax return for the last two years | |
| 4 | Attested Photo copy of PAN Card | |
| 5 | GST registration certificate with details of the last payment. | |
| 6 | Registration certificate under Shop Act/company Act | |
| 7 | Documents in support of contracts fulfilled in last 3 years along with their values in support of the experience and financial credibility. | |
| 8 | Satisfactory completion of contract certificate from previous organizations. | |
| 9 | Declaration as per Formats | |
| 10 | GST No. | |
| 11 | Clients Details | |

Signature of Authorized Person

Date:

Place:

Full Name:

Company's Seal:

DETAILS OF THE EXISTING CONTRACTS:

| | Name and Address of the Organization, Name, Designation and Contact Telephone / Fax No. of the Officer concerned | Details regarding the Contract Including total Manpower deployed | Value of Contract (Rs.) | Duration of Contract | |
|---|--|--|-------------------------|----------------------|------------|
| | | | | From | To |
| | | | | DD/MM/YYYY | DD/MM/YYYY |
| A | | | | | |
| B | | | | | |
| C | | | | | |
| | Additional information, If any | | | | |

The above format may be used to provide requisite details.

Signature of Tenderer

Date:

Name:

Place:

Seal:

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

(To reach on or before time of bid opening)

To

The Secretary
CBSE
2, Community Centre
Preet Vihar,
New Delhi-110092

**Sub:- Authorization for attending bid opening on _____ (date) in
The Tender of _____ .**

Following persons are hereby authorized to attend the bid opening for the tender mentioned above on behalf _____ (Bidder) in order of preference given below.

| Order of Preference | Name | Specimen Signatures |
|----------------------------|-------------|----------------------------|
| I. | | |
| II. | | |

Alternate Representative

**Signature of Bidder Or
Officer authorized to sign the bid Documents on behalf of the Bidder**

Note:

1. Maximum of two representatives will be permitted to attend bid opening. In case where entry is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.
2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received.

(TO BE TYPED ON A LETTER HEAD OF THE AGENCY) UNDERTAKING

CERTIFICATE

Certificate of Non-Participation of near Relatives in the tender

I _____, S/O _____, R/O _____ hereby certify that none of my relative(s) is/are employed in CBSE as per details given in tender document. In case at any stage, it is found that the information given by me is false/incorrect, CBSE Preet Vihar, Delhi. shall have the absolute right to take any action as deemed fit/without any prior intimation to me.

Signed _____

For and on behalf of the Tenderer

Name (caps) _____

Position _____

Date _____

To,

**The Secretary CBSE
CBSE
2, Community Centre
Preet Vihar,
New Delhi-110092**

FINANCIAL BID

Name of work :**Limited tender for Comprehensive Annual Maintenance Contract for Reverse Osmosis system of 500 LPH capacity installed at Shiksha Kendra building, Delhi-110092.**

BILL OF QUANTITY

Earnest Money: - Rs. 4000/-
Cost of B.O.Q – Rs. 300/-

| Sl.No. | Description | Cost Per Month (In Rupees) | Cost Per Year (In Rupees) |
|--------------------|--|-----------------------------------|----------------------------------|
| 1. | Comprehensive Annual Maintenance Contract for 5 LPH capacity Reverse Osmosis System installed at Shiksha Kendra building, Preet Vihar, Delhi | | |
| 2. | GST (as per applicable) | | |
| GRAND TOTAL | | | |

Signature of Tenderer:

Seal:

Name and Address:

Date: