

# TENDER DOCUMENT FOR SUPPLY OF BALL PENS

CBSE/Admn-II/Tender/Procurement of Pens/2017



**CENTRAL BOARD OF SECONDARY EDUCATION**

"SHIKSHA KENDRA" 2, COMMUNITY CENTRE, PREET VIHAR, DELHI 110092

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Dated- 09/11/2017

**CENTRAL BOARD OF SECONDARY EDUCATION**  
SHIKSHA KENDRA, 2, COMMUNITY CENTRE,  
PREET VIHAR, DELHI – 110301

**TENDER NOTICE**

The Central Board of Secondary Education (CBSE) is the premier National Public Examinations Board of Govt. of India for the conduct of Class X & XII examination. The Board, a registered society and an autonomous organization under the aegis of Ministry of Human Resource Development, Government of India has mandate for conduct of public examination at Secondary and Senior Secondary level for its affiliated schools in India and abroad. The main objective is to serve the educational institutions more effectively and to be responsive to the educational needs of the students. The Board has also been assigned responsibilities to conducts professional, competitive Examinations like NEET, JEE (Main), UGC-NET and CTET by the Government. There are more than 17,000 schools including 200 schools in 21 countries outside India affiliated to the Board. These include Kendriya Vidyalayas, Government Schools, Jawarhar Navodaya Vidyalaya, Central Tibetean Schools and Private Independent Schools.

Sealed Tenders are invited in two bids, Technical and Financial- on behalf of Secretary, CBSE from reputed manufacturers, authorized dealers, suppliers and bulk stationers for supply of Ball Pens of Good quality as per details below: -

S.N	Name of the Item	Quantity to be supplied	Specification	Tender Fee/ EMD
1.	Ball Pen	Approx 27 Lakhs	Ball Pen (Black) as per details given in the Tender Document.	Rs. 1,000/- as Tender Fee Rs. 2,00,000/- as EMD

**\* It may be noted that quantity of Ball Pens may increase/decrease.**

The Technical and Financial Bids be kept in two separate envelopes and both envelopes be kept in another big envelope duly sealed and in bold superscribed "**Tender for the Supply of Ball Pens**" and addressed to the Secretary, CBSE, Shiksha Kendra, 2, Community Centre, Preet Vihar, Delhi-110092. The Tender Document can be downloaded from Board's website [www.cbse.nic.in](http://www.cbse.nic.in) or CPP Portal. All the pages of the Tender Document must be stamped and duly signed by the Tenderer. The duly signed and stamped Tender Document along with EMD and Tender Fee should be submitted in the Tender Box kept at Ground Floor, CBSE, HQ, Preet Vihar, Delhi upto 02:30 PM on or before 30.11.2017.

Tenders received after expiry of date, time and those without Tender Fee/ EMD shall be summarily rejected. Technical bids will be opened on the same date i.e., 30.11.2017 at 3.00 PM in the presence of the Tenderers/ Bidders or their authorised representatives, who may like to be present.

The Secretary, CBSE reserves the right to accept or reject any or all the tenders without assigning any reason. Canvassing in any form is strictly prohibited and may lead to summary rejection of the tender.

**DEPUTY SECRETARY (A & L)**

## TENDER DOCUMENT

S.N	Name of the Tender	Contact Person
1.	Tender for Procurement of Ball Pens	Deputy Secretary (A&L) Tel No – 011-22517249 Address – Central Board of Secondary Education “Shiksha Kendra”, 2, Community Centre, Preet Vihar, Delhi -110092.

### IMPORTANT DATE & TIME

<b>Date of availability of Tender Document</b>	The Tender Document shall be available for download from 09.11.2017 to 30.11.2017 upto 02:30 PM. Interested bidders/ tenderers can download the Tender Document from CBSE website <a href="http://www.cbse.nic.in">www.cbse.nic.in</a> or CPP Portal.
<b>Last date of Submission of Bids</b>	Upto 02:30 PM on 30.11.2017
<b>Date of Opening of Technical Bid</b>	at 03:00 PM on 30.11.2017
<b>EMD Amount</b>	Rs. 2,00,000/-
<b>Pre-Bid Meeting</b>	at 03:00 PM on 17.11.2017 at 2 <sup>nd</sup> Floor, Conference Hall, CBSE, Preet Vihar, Delhi.
<b>Mode of submission of EMD/ Tender Fee</b>	EMD/ Tender Fee can be submitted in the shape of a Demand Draft/Pay Order/FDR/Banker's Cheque/ Bank Guarantee favouring “ <u>The Secretary CBSE payable at Delhi</u> ” or through Electronic Fund Transfer in CBSE A/c No. 91471010000016, IFSC Code SYNB0009147, Syndicate Bank, Preet Vihar Branch, New Delhi.
<b>Item to be procured</b>	Ball Pens as per specification mentioned at Annexure I

## INSTRUCTIONS TO BIDDERS

1. The Technical and Financial Bids must be kept in two separate envelopes and both envelopes be kept in another big envelope duly sealed and Super scribing “**Tender for Supply of Ball Pens**” and addressed to the Secretary, CBSE, Shiksha Kendra, 2, Community Centre, Preet Vihar, Delhi-110092. The Tender Document can be downloaded from CBSE website [www.cbse.nic.in](http://www.cbse.nic.in) or CPP Portal. The duly signed and stamped Tender Document along with EMD and Tender Fee should be submitted in the Tender Box kept at Ground Floor, CBSE, HQ, Preet Vihar, Delhi upto 02:30 PM on or before 30.11.2017. The Tender can also be sent by Speed Post addressed to The Deputy Secretary (A&L), Shiksha Kendra, 2, Community Centre, Preet Vihar, Delhi-110092. Tenders received after the due date and time will not be entertained and shall be summarily rejected without assigning any reason.
2. All the pages of the Tender Document must be duly signed and stamped by the Tenderer/ Bidder. Incomplete Tender or Tenders received without EMD or Tender fee will be rejected.
3. Tender Fee/ EMD can be submitted in the shape of a Demand Draft/Pay Order/FDR/Banker's Cheque/ Bank Guarantee favouring “The Secretary CBSE payable at Delhi” or through Electronic Fund Transfer in CBSE A/c No. 91471010000016, IFSC Code SYNB0009147, Syndicate Bank, Preet Vihar Branch, New Delhi.
4. The Bids shall be valid for a period of 90 days from the date of opening of tender. The EMD shall remain valid for period of 45 days beyond the final Bid validity period.
5. Technical Bid shall be evaluated by a Committee constituted for the purpose. The technically qualified bidder shall be considered for opening of their Financial Bids.
6. Conditional bid shall not be accepted and will be summarily rejected.
7. Performance Security Deposit/ Bank Guarantee: The successful bidders shall submit performance security deposit in the form of Demand draft / FDR of Nationalized/scheduled commercial bank in the favour of “Secretary, CBSE, Delhi” of an amount equivalent to 10% of contract value valid for 60 days beyond the completion of all contractual obligations of supplier. The performance security be deposited within 15 working days from the date of issue of Work Order of the Contract or prior to signing of the Contract whichever is earlier, failing which the work order stands cancelled and EMD shall be forfeited.
8. Pre-bid meeting: A pre-bid meeting would be held on 17.11.2017 at 15:00 hrs at CBSE, Conference Hall, 2 Floor, Shiksha Kendra, Preet Vihar, Delhi-92. All prospective bidders may attend the meeting to clarify doubts, if any. In case, any substantive or important clarification emerges during pre-bid meeting, the same shall be shared to all through CBSE website

**ELIGIBILITY CRITERIA**

1. Tenderer should have valid PAN No. and TIN No & GST Registration Certificate (Copies of the same should also be attached.)
2. The Tenderer must have at least 03 years of experience in the field of manufacturing/supply of Ball Pens to the Govt. Organizations/Autonomous Bodies/Educational Institutions/Reputed private organisations etc (attach copy). The firm should also submit the list of organisation where such material has been supplied.
3. The agency must have Minimum Average Annual Turnover of Rs. 40 Lakhs or more during the last three financial years from supply of similar items.
4. The Tenderer must submit 6 Ball Pens as samples stating Brand name on the body of sample. The sample should fulfil the laid down minimum technical specifications by the Board. Similar items means stationery including pens. Samples should be given in the original pack only and it should be submitted alongwith Technical bids.
5. An affidavit to the effect that the Agency has not been blacklisted by any Central/State govt/Public Sector Undertaking/ Autonomous Bodies under Central and State Govt of India.

## **TERMS AND CONDITIONS**

1. There should not be any over writing or amendment in the rates quoted (the terms and conditions of the contract). All the forms should be duly signed with seal of the firm.
2. The ball pen should be of reputed brand available in the market i.e. Reynolds, Pentel Bolly, Cello, Flair, Linc, Rotomac, Luxor, Montex, Camlin or equivalent brand.
3. The rates should strictly be in accordance with the specifications and terms specified in the Tender Form. Submission of incomplete Tender or of different specifications other than the specifications mentioned in the Tender Form and without sample shall be 'summarily rejected'.
4. The delivery of Ball Pen shall be made within 15 days from the receipt of the packing statement from the concerned Unit of Board as per issue of supply order by the Board.
5. The delivery of the Ball Pens shall have to be made F.O.R at any establishment of the Board in Delhi/NCR or different locations across India in the manner and packing specified in the supply order. No extra payment/charges incurred as a consequence of wrong delivery/mis-interpretation of the terms and conditions of agreement or otherwise shall be allowed or permitted.
6. The packing should be in a packet containing 12 ball pens in a suitable good quality polythene pack and these packets of 12 pens each will be packed in strong good quality cardboard box. The number of pens to be packed in cardboard boxes will be as per the requirement of the Board.
7. Penalty Clause:
  - a. In the event of failure of the supply of Ball Pens by the supplier as per terms and conditions, the Board may impose any penalty as deemed fit including blacklisting of the firm and also reserves the right to procure supply from any other source at the supplier's risk and expenses and the supplier shall make for any consequent loss incurred to the Board for this reason. In case of any dispute regarding imposition of penalty, forfeiture of Performance Security on account of violation of terms & conditions, the decision of the Secretary, CBSE shall be final and binding upon the Tenderer.
  - b. The Board shall take random samples from the supplied material. Any difference in the specifications shall render the entire order for rejection and supplier shall have to lift it at his own cost on 'as is where is basis'. The party shall be liable to change the inferior and/or damaged supplied material at their cost. The decision of the Secretary, CBSE shall be final and acceptable to the supplier in respect of diminution of price on account of inferior and for damaged material.
  - c. In case of default on any terms specified and/or in the event of non-fulfilment of the contract or otherwise, the performance security shall be forfeited.
  - d. Canvassing in any form shall be a disqualification and the Board reserves the right to reject the tender of such party/parties straight away without assigning any reasons.
  - e. The Ball Pens shall have to be supplied as per requirement of the Board. Upon receipt of Ball Pens, a Committee shall take sample on random basis to check the specifications, etc. Only those supplies which meet specifications shall be acceptable and rest all shall have to be lifted by the supplier at his cost.
  - f. In case of any defect in the supplied ball pens or not conforming to the specifications, the bidder shall replace the pens within 07 days at his own cost. Not more than 2% of supplied pens should be defective or of inferior quality and are to be replaced by the supplier at their own cost within stipulated period. In case more than 2% pen are found to be defective or of inferior quality the Board reserves the right to impose proportionate penalty on the bill amount.
  - g. If the supplier fails to lift the above rejected material within two weeks time, the Board shall have the right to dispose it off by auction and no claim of the supplier shall be permissible.
  - h. The successful bidder will have to complete the supply of ball pens within the specified time mentioned in the work order which will be normally within 15 days from the receipt of the packing statement. A penalty @ 4% per week on the proportionate amount shall be levied in case the supplies are not completed in accordance with the given delivery time schedule subject to a maximum penalty of 10% of the amount of the Bill.
  - i. If the material supplied is not as per specifications, proportionate 2.5% penalty per specifications will be imposed and the amount will be deducted from the bill of the supplier.

9. The successful Tenderer shall have to enter into an agreement in the prescribed form on a non-judicial Stamp Paper of Rs. 100/- along with Performance Security within 15 working days from the date of issue of Work Order of the Contract prior to signing of the Contract whichever is earlier.
10. The Earnest Money of the unsuccessful bidder shall be refunded without any interest. The Earnest Money of the successful bidder shall be returned on receipt of performance security deposit, which is subject to refund without interest after execution of the work order. The performance security shall be as per contract value in the light of GFR Rule 170. However, if the Tenderer fails to accept the work order, EMD shall be forfeited.
11. No advance payment shall be made to the agency. The payment will be made on satisfactory performance report of the random sample of the pen collected from supplied lot as per specification.
12. The rates shall be inclusive of all other direct and indirect/incidental charges such as taxes/duties/levies/cartage/transportation/labour charges, staking charges, incurred by the supplier for successful delivery at Board's stores.
13. Unused Ball Pens supplied by the manufacturer upto 3% of Total Quantity supplied may be returned to the manufacturer/ supplier, cost of which should be adjusted against the total payment.
14. The packing of Pens should be strictly as per Boards requirement.
15. Quantity of Ball Pens will be accounted on the basis of net receipt in the stores.
16. The Secretary, CBSE shall reserve the right to include any clause in the work order and agreement of the successful bidder at later stage.
17. The Tenderer shall sign at the space specified as a token of acceptance of these terms and conditions, which shall be final and legally binding on him in totality.
18. The Secretary, CBSE shall have the right to accept a tender in whole or part or reject it entirely without assigning any reason.
19. The agreement/work order for supply of pen can be extended for another one year by mutual consent on satisfactory performance of the contract on the approved rates and same terms and conditions of the agreement subject to the conditions that the successful bidder have to give a certificate that they had not supplied the ball pen of same specification on lower rates to any other individual organization and that there is no downward trend in the price of ball pen in the market.
20. The body of ball pen should be labelled upto 16 letters in silver/gold or any other colour as per the requirement of CBSE and should not carry any other label of manufacturer or supplier.
21. No change of rates are allowed during the contract period, which is 1 year from the date of placing order, except for taxes levied by Govt.
22. Taxes as applicable shall be deducted on all the bills.
23. Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or the firms/ tenderers who are registered with the Central Purchase Organization or the concerned Ministry or Department or Start ups as recognized by Department of Industrial Policy and Promotion (DIPP) are exempted from depositing EMD. However, the performance security shall be obtained from the successful bidder irrespective of their registration status etc.
24. If a Force Majeure situation arises, the firm/ agency will promptly notify this office in writing of such condition and the cause thereof. Unless otherwise directed by this office in writing, the firm/ agency shall continue to perform its obligations under the Tender/ Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
25. The Purchaser may allow the Purchase Preference to Public Sector Undertakings in accordance with the Govt. of India's direction in force.
26. The rates as quoted by the Tenderers shall remain open for acceptance for a period of 180 days from the date of opening of this Tender.
27. In case of any dispute, the legal jurisdiction shall be of courts of Jurisdiction situated within the Union Territory of Delhi/New Delhi.

28. In case of any dispute arising under this contract, the same shall be referred to the sole arbitration of Secretary, CBSE, Delhi or any person nominated by him in this regard. The award made by the Arbitrator shall be final and binding on both the parties.
29. The Tenderers/ Bidders should take into account any corrigendum published on the Tender document before submitting their bids.
30. The Board reserves the right to accept or reject any or all the tenders without assigning any reason

**ACCEPTANCE OF THE TENDERER**

The terms and conditions enumerated in this form from clause 01 to 30 have been read and understood by me/us and are acceptable to me/us.

Signature of the Tenderer Seal  
with complete address

\_\_\_\_\_  
**Mobile:** \_\_\_\_\_  
**E-mail:** \_\_\_\_\_

**Specification of Ball Pens and Requirement Schedule**

S.N	Name of the item	Specification	Quantity to be Supplied
1	Ball Pen	<p><b>Ball Pen (Black)</b> having Tip 1 mm and good quality strong transparent PVC body with minimum 1" rubber grip.</p> <p><b>a. Ink Black:</b> 0.3 gm of ink and shall be able to write smooth and continuous line of 1000 metres. Quick drying ink, non smearing after 5 seconds.</p> <p><b>b. Refill:</b> it should be made of plastic, sufficiently hard and rigid and have low moisture absorption. It should be strong and concentric with ball. Shall be filled with non reacting black ink. The ink shall not overflow the barrel or leak around the ball. Should not ooze out ink during disuse.</p> <p><b>c. Writing Tip:</b> 1mm from brass or nickel, copper alloy or stainless steel or any other non-corrosive material having same hardness characteristics.</p> <p><b>d. Refill size:</b> Minimum 107 mm.</p> <p><b>e. Ball:</b> made of stainless steel or tungsten carbide hardness of ball shall be between 650 to 750 Hz. Ball to have free rotation to enable smooth writing but not be loosely fitted nor loosen in use.</p> <p><b>f. Grip:</b> Rubber grip, minimum 1 inch i.e. 2.56cm.</p> <p><b>g. Label:</b> Upto 16 letter in silver/gold or any other colour as per the instructions of the Board.</p> <p><b>h. Life:</b> Ball Pen should be usable upto 2 years.</p> <p><b>i. Packing:</b> The packing should be in a packet containing 12 ball pens in a suitable good quality polythene pack and these packets of 12 pens each will be packed in strong good quality corrugated cardboard box. The number of pens to be packed in cardboard boxes will be as per the requirement of the Board.</p>	Approx 27 Lakhs

**Note:**

- a. The quantities may be increased or decreased during the contract period.
- b. The Ball Pen should be as per specifications mentioned above.
- c. 06 Samples of offered Ball Pens shall be submitted with the Technical Bid.

**UNDERTAKING BY THE SUPPLIER**

We undertake that we have read & understood all the Terms & Conditions of the Tender Document of CBSE, Delhi for Tender for Supply of Ball Pens mentioned from S.N 1 to 30 at Page No 7 to 9. We hereby undertake to supply 27 lakhs pens duly packed within stipulated time schedule i.e. within 15 days from the receipt of the packing statement from the Board according to supply order. In the event of our failure to supply the full ordered quantity of ball pen, the Board may impose any penalty as deemed fit including blacklisting of the firm.

**Signature of Bidder :** .....

**Name of Bidder :** .....

**Stamp of the firm:** .....

**TENDER FORM****Technical Bid****TENDER FOR SUPPLY OF BALL PENS.**

(NOTE: Tenderer must read the enclosed Terms and Conditions before filling up the particulars in this form.)

**1. PARTICULARS OF TENDERER:**

- (i). Name : \_\_\_\_\_  
\_\_\_\_\_
- (ii). Registration No and Year of Registration : \_\_\_\_\_  
(with documentary evidence).
- (iii) Whether registered with the Central : \_\_\_\_\_  
Purchase Organization, National Small  
Industries Corporation (NSIC) or the  
concerned Ministry or Deptt.  
if Yes' details & certificate thereof.
- (iv). Office Address and Tel. No. : \_\_\_\_\_
- (v). Name(s) of the Proprietor/  
Partners/Director with Mobile No : \_\_\_\_\_

**2. PAST EXPERIENCE (Last three years) - (Attach photocopy of relevant work orders)****2.1 :**

SN	Year	Name of the Govt. Organizations/Autonomous Bodies/Educational Institutions/Reputed private organisations	Pens/Similar items supplied	Value of Pens/Similar items supplied (in Rs.)
1	2014			
2	2015			
3	2016			

- 2.2 Has the firm ever been debarred/ Black listed by any organization?  
If 'Yes' the details thereof. : \_\_\_\_\_
- 2.3 Details of Award/Certificate of Merit etc. received from any Organization.  
(Please attach Copy of certificate(s) : \_\_\_\_\_
- 2.4 Quality certificate if any (Attach Copy) : \_\_\_\_\_

**3. a) Name of the Brand of Ball Pens : \_\_\_\_\_****b) FINANCIAL:**

- i. Annual Turn Over (during last 03 financial year)  
(Attach duly audited statement of balance sheets,  
Trading A/c. Profit & Loss A/c)

Year	Amount
2014-15	
2015-16	
2016-17	

- ii. Availability of Finance/Bank Guarantee  
(Attach financial solvency certificate issued by bank)(30% of the estimated value of Supply Order) : \_\_\_\_\_

**4. Particulars of Earnest Money:**

- i) Amount (in Rs.) : .....
- ii) B.D./B.G. No. & Date : .....
- iii) Name of the Bank : .....

**5. Particulars of Tender Fee:**

- i) Amount (in Rs.) : .....
- ii) B.D No./Cashier Receipt No. & Date : .....
- iii) Name of the Bank : .....

Signature of the Tenderer with Official Seal and Complete Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone/Mobile No. \_\_\_\_\_

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

## CENTRAL BOARD OF SECONDARY EDUCATION

### Financial Bid

I/We \_\_\_\_\_ hereby submit Tender for the supply of Ball Pens as per Terms and Conditions given in the Tender Form at the rate given below which are inclusive of the cost of Taxes and Charges **and delivery F.O.R. at any establishment of Board in Delhi/NCR or different locations across India as specified by the Board in its supply order:-**

SN	Name of the Item	Specification	Name of the Brand of Ball Pen	Price per unit
01	Ball Pen	As per specification at Annexure-I.		

The Terms and Conditions for 'Supply of Ball Pens' given along with the Tender are acceptable to me/us.

Taxes as applicable shall be deducted as per rules.

PAN No & GST No. \_\_\_\_\_ Date: \_\_\_\_\_

Signature of the Tenderer \_\_\_\_\_

Address/ Rubber stamp \_\_\_\_\_

Telephone/Mobile No. \_\_\_\_\_

**Note:** The Financial Bid should contain the rates only. The rates should be quoted per Ball Pen in the specimen Tender Form only.