

**OFFICE OF THE DISTRICT JUDGE,
GANJAM AT BERHAMPUR**

Courtpeta, PO: Berhampur-760004

District – Ganjam (Odisha)

BID FOR

Supply and installation of Desktop Computer Sets
in different Courts and offices of the

Ganjam Judgeship

Email : dj.ganjam-od@gov.in

Website : <http://districts.ecourts.gov.in/india/odisha/ganjam/tender>

Bid Identification No.01/ 2020-20 dated 22.01.2020

Name of the bidder

Cost of Tender Document – ₹ 600/-

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OFFICE OF THE DISTRICT JUDGE, GANJAM, BERHAMPUR

Phone/ Fax: (0680) 2233019 / 2233470, e-mail: dj.ganjam-od@gov.in

INVITATIONS FOR BIDS

Bid Identification No. 01 / 2019-20

Dated: 22.01.2020

1. The District Judge, Ganjam invites Rate bid to the extent of the value of the work mentioned under Col.4 below in respect of each item in **Single cover system (Financial Bid) from Dealers/ Suppliers** for the work as mentioned below.

Name of work : Supply and Installation Desktop Computer Sets in different Courts and Offices in the Judgeship of Ganjam

Sl. No.	Name of material	Number of materials required	Maximum price per unit including GST	Bid security amount	Cost of tender paper
1	2	3	4	5	6
1	HP Desktop Computer (Model: SLIMLINE 290-P0066in) (9 th Gen. Intel Core i5 Processor, 8GB DDR4 RAM, 2 TB HDD, ODD, Windows 10 Genuine, HP 19.5" Monitor)	21 (Twenty One)	₹ 55,150.00	₹ 30,000/-	₹ 600/-
2	HP LaserJet 1020 Plus Printer	21 (Twenty One)	₹ 11,500.00		
3	i-Ball 600VA UPS	21 (Twenty One)	₹ 1,850.00		

2. Bid documents consisting of plans, specifications, the schedule of quantities and the set of terms and conditions of contract and other necessary documents **will be available and can be downloaded** from the Website: <https://districts.ecourts.gov.in/india/odisha/ganjam/tender> from 10.30 A.M of 24.01.2020 to 04.00 P.M. of 04.02.2020.
3. The BID document while being submitted must be accompanied by the cost of tender paper as specified in Col.No.6 of above table in shape of demand draft drawn on any Nationalized Bank/ Scheduled Bank in favour of the **Registrar, Civil Courts, Berhampur payable at SBI, Main Branch, Berhampur** along with the EMD amount/ Bid security.
4. Bids must be accompanied by Earnest Money deposit/Bid Security of the amount specified for the work in the table in Col.5 of the above table, in shape of **NSC/ Fixed Deposit** from any Nationalized/Scheduled Bank/Post Office, pledged in favour of **Registrar, Civil Courts, Berhampur.**
5. The interested bidders must submit their offers in sealed cover addressed to the **District Judge, Ganjam, Courtpeta, Berhampur-760004** either by **Registered Post/ Speed Post/ Dropping in tender box** kept in the **Nizarat Section, District Court Campus, Berhampur** in person up to **04:00 P.M. of 04.02.2020**. The tender document received after due date and time shall be summarily rejected.
6. The sale and receipt of the Bid would be started from **10:30 A.M. of 24.01.2020 to 04.00 P.M. of 04.02.2020**.
7. Bids received shall be opened at **04.30 P.M. of 04.02.2020** in the office of the **District Judge, Ganjam** in the presence of the bidders or their authorised representatives. In case the evaluation process is not completed on 04.02.2020, the process of evaluation shall be continued on subsequent dates, which shall be intimated to the Bidder or his/her authorised representative, who would be present on 04.02.2020.
8. Other details can be seen in the bidding documents.
9. The Addendum / Corrigendum, if any, will be hosted in the website only.
10. The authority reserves the right to cancel any or all bids without assigning any reason.

District Judge, Ganjam, Berhampur

Name, Seal and Signature of Bidder

District Judge, Ganjam, Berhampur

INSTRUCTION TO BIDDERS

1. The aforesaid tender should be dropped into the Tender Box kept in the Nizarat Section, District Court Campus, Berhampur or the same will be received through registered Post/Speed Post up to **04:00 P.M. of 04.02.2020**. The bids sent through Fax/E-mail shall not be acceptable. The bids will not be accepted beyond the schedule date and time.
2. The authorized representative (only one person per bidder) will be permitted to remain present at the venue of opening of bids.
3. The installed items should be new and free of defects, and cover warranty period of minimum **one year**.
4. All bids submitted can be rejected by the competent authority without assigning any reason thereof. No claim, whatsoever, shall be admissible for the alleged loss/damage suffered by the bidder on account of such rejection.
5. The District Judge, Ganjam may modify the tender document by issuing a corrigendum/addendum before due date of opening of tender.
6. The tender papers are required to be submitted in one bid systems i.e. **“Financial Bid”** and the bid should be put into **a sealed cover superscribed as, “Bid for Supply & Installation of Desktop Computer Sets” for different Courts and Offices of Ganjam Judgeship.**
7. The Tender Call Notice along with the clause mentioned herein shall form a part of the contract and agreement.
8. **Bidding process:** The bidders are expected to quote their per unit cost at a rate lesser than the maximum price per unit including GST.
9. **Signing of the agreement:** The bidders who are declared successful should remain in readiness to execute the work agreement on the same date on which they are declared successful, if asked for.
10. The price shall be firm and shall include all applicable taxes, duties and charges. Any variation in the duties, levies etc. during the period of assignment/job shall be charged to the bidder account. The rate quoted shall be inclusive with the delivery up to the destination of job.
11. This DTCN forms part of the agreement and each page of the DTCN is to be signed by the bidder as a token of acceptance of the terms and condition of the DTCN as enclosed with the bid schedule.
12. Notice inviting bids shall form integral part of the bid document and required to be signed by the successful bidder as a token of acceptance of terms and conditions specified there in.
13. **Incomplete tenders:** Tenders received in incomplete shape are liable for rejection.
14. That for the purpose of jurisdiction in the event of any dispute arising out of the present contract shall be exclusively at the courts in Berhampur.
15. The Authority reserves the right to reject any or all the tenders without assigning any reason thereof.
16. **Payment:** No advance payment will be made by the Authority inviting tender. However Part / Full Payment shall be made by the District Judge, Ganjam after completion of work after due joint inspection as would be made by two or more officers nominated for this purpose by the District Judge, Ganjam.
17. The authority reserves the right to reject any or all bids without assigning any reason thereof.

Name, Seal and Signature of Bidder

District Judge, Ganjam, Berhampur

GENERAL CONDITIONS OF CONTRACT

1. NOTICE INVITING BID AND OBTAINING BID DOCUMENTS:

- i. The District Judge, Ganjam is competent to invite tender.
- ii. The supplier shall be deemed to have satisfied himself / herself as to the correctness and sufficiency of the Tender and of the rates and prices quoted in the Bill of Quantities, all of which shall, except in so far as it is otherwise provided in the Contract, cover all his / her obligations under the Contract (including those in respect of the supply of materials & services or of contingencies for which there is a Provisional Sum) and all matters and things necessary for the proper execution and completion of the work and the remedying of any defects therein.
- iii. Throughout these bidding documents, the terms Bid and Tender; EMD and Bid Security, and their derivatives (bidder / tenderer, bidding / tendering etc.) are synonymous.
- iv. Intending bidder is required to produce the GST Certificate at the time of submission of tender documents. Furnishing copy of GST Certificate is mandatory along with the tender documents otherwise his/her bid shall be declared as non-responsive and thus liable for rejection. The Bidder is required to attend the officer inviting the bid for verification of original documents during opening of the bid.
- v. **PARTICIPATING IN THE BID:** The tender papers are required to be submitted in **Single Bid System** i.e. **“Financial Bid”** and the bid should be put into a sealed cover superscribing the name of work.

2. ELIGIBILITY CRITERIA FOR BIDDERS:

- i. The bidder must not have been black listed by any Central or State Govt. Institution. The bidder must furnish an affidavit duly sworn in before the Notary Public in this regard along with the bid documents.
- ii. The bidder must have valid service tax registration certificate, PAN card GST certificate and in case of a company, it must have a valid certificate of incorporation.

3. TERMINATION FOR DEFAULT:

The Authority inviting bids may without prejudice to any other remedy for breach of contract, by short written notice of default sent to the contractor, terminate this contract in whole or in part,

- i. If the successful bidder found to have made any misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- ii. If record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc. found; and/or
- iii. If the contractor is indulged in any unlawful & corrupt means in obtaining bids.
- iv. If being blacklisted their registrations by the competent authority.

4. ONE BID PER BIDDER:

Each bidder shall submit only one bid for one package. A bid is said to be responsive if accompanied by cost of bid document and appropriate bid security.

5. COST OF BIDDING:

- i. The bidder shall bear all costs associated with the preparation and submission of his bid, and the tender inviting authority will in no case be responsible and liable for those costs.
- ii. All the rates and prices in the bid shall cover all taxes, viz. Central & State GST and any other charges including all cost of labour, material, delivery, transportation, etc.
- iii. The rate of royalties and taxes prevailing on the date of measurement shall be considered while making deductions in the bills.
- iv. The successful bidder shall make his own arrangement for all materials unless otherwise specified in the conditions of contract.
- v. The tenderers should quote the rates and amount tendered by him both in figures as well as in words. In case of conflict between words and figures, the lower amount shall only be considered as correct.

6. LANGUAGE OF THE BID:

- i. All documents relating to the Bid shall be in the English language. Bids submitted in any other language shall be summarily rejected.
- ii. All duties, taxes, including GST and other levies payable by the contractor under the contract, or for any other cause shall be included in the rates, prices submitted by the bidder. GST in respect of this contract shall be payable by the Contractor and the tender inviting authority will not entertain any claim whatsoever in respect of the same.

7. COST OF BID DOCUMENTS

- i. The bid document, if the same has been downloaded from the website, while being submitted must be accompanied by the cost of tender paper as specified in Col.No.6 of the table given in the Notice for Invitation of Bids in shape of **Demand Draft** drawn on any Nationalized Bank/ Scheduled Bank in favour of the **Registrar, Civil Courts, Berhampur** payable at SBI, Main Branch, Berhampur.
- ii. The details of the bank draft submitted for purchase of tender paper/submitted along with bid document in cases where bid document has been downloaded has to be stated in detail as provided under Annexure-IV of the present bid document.

8. EMD/ BID SECURITY:

- i. Bids must be accompanied by Earnest Money Deposit/Bid Security of the amount specified for the work in Col.5 of the table given in the Notice for Invitation of Bids in shape of **NSC/Fixed Deposit** from any Nationalized/ Scheduled Bank/ Post Office being pledged in favour of **Registrar, Civil Courts, Berhampur.**
- ii. The Bid shall be declared non-responsive and shall be rejected if submitted without an acceptable EMD/ Bid Security.
- iii. The bid Security of unsuccessful bidders will be returned within 15 days from the date of finalization of the tender.
- iv. The EMD / Bid Security of the successful bidder will be converted to performance security deposit.

9. THE BID SECURITY MAY BE FORFEITED

- i. If the bidder withdraws the bid after opening of the bid but within the period of validity.
- ii. If the Bidder seeks any revision of rates or backs out of the bid claiming for not having referred to any or all documents provided in the Bid by the Officer inviting the Bids.
- iii. If the Bidder fails to submit the original documents with in the stipulated date pursuant to clause 2.
- iv. In the case of a successful bidder, if the bidder fails within the specified time limit to Sign the Agreement;

10. VALIDITY OF THE TENDER

- i. The tender shall remain valid for a period of **30 days** from the date of opening of the tender.
- ii. The tenderer/bidder shall sign at the bottom of each page of the tender documents.

11. DETAILS THAT MUST ACCOMPANY THE BID DOCUMENT

- i. **Cover must contain the following documents, failing which the bid will be summarily rejected.**
 - (a) Cost of the tender paper where the bid document has been downloaded from the website is required to give the details of the bank draft in the prescribed format under Annexure-IV.
 - (b) EMD in the manner specified in Clause 8 and for the amount specified in the Notice for Invitation of Bids.
 - (c) GST certificate
 - (d) PAN Card
- ii. Apart from the above, the Cover shall also contain the following details

Sl.No.	Description	To be filled in by party
1.	Name of the vendor : Dealer/Supplier	
2.	Address with Phone No./FAX/E-mail	
3.	Contact person(s) Phone No./Mobile No. and E-mail	
4.	Name of the brand & Model to be supplied	
5.	Warranty period from the date of installation	
6.	Notarized affidavit giving an undertaking that the bidder is not black listed by any Central or State Govt. Institution.	

- iii. **There shall be a Committee, the members of which shall be nominated by the District Judge, Ganjam, to evaluate the Bids of the Bidders.**
- iv. **The decision of the District Judge, Ganjam on any disputes arising out of the bidding process or during the execution of the work shall be final and binding.**

12. PAYMENT TERMS

The following percentage of contract rate for the various item included in the contract shall be payable against the stage of work shown herein.

- a) The work order value will be paid in full to the contractor/successful bidder after successful completion of the job.

- b) However, the successful bidder assigned with the job shall submit bank guarantee drawn on any Nationalized Bank/Scheduled Banks in favour of Registrar, Civil Courts, Berhampur to the tune of 5% of the total work order value (estimated value of the work) within a week from the date of agreement towards performance security which shall be refunded to him after one year of the satisfactory performance of the job.
- c) The bidder has to submit the details as stated under Annexure-II of the bid document for online/cheque payments. The details must be provided in the prescribed format as provided under Annexure-II and must accompany the bid document failing which the payment shall not be made.

13. The sealed tender should be dropped in the tender box kept at Nizarat Section, Civil Courts, Berhampur.

14. **OPENING AND EVALUATION**

Bid opening dates have been specified in the Notice for Invitation of Bids or can be extended vide corrigendum.

15. **PROCESS TO BE CONFIDENTIAL:**

Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful bidder has been announced. Any effort by a bidder to influence the officer inviting the bid, processing of bids or award decisions may result in the rejection of his bid.

16. **EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS:**

- i. A substantial responsive Bid is one, which conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one
 - a) Which affects in any substantial way the scope, quality, or performance of the works.
 - b) Which limits in any substantial way, inconsistent with the bidding documents, the right of the officer inviting the bid or the bidder's obligations under the contract or
 - c) Whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.
- ii. If a "**Financial Bid**" is not substantially responsive, it will be rejected by the officer inviting the bid, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

AWARD OF CONTRACT

17. **AWARD CRITERIA:**

- i. The officer inviting the bid will award the contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest evaluated price.
- ii. Competent Authority i.e. the District Judge, Ganjam reserves the right of accepting the whole or any part of the bid and the bidder shall be bound to perform the same at the rate quoted.

18. RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS:

- a) The competent authority does not bind him to accept the lowest or any other tender and reserves to him the authority to reject any or all the tenders received without assigning any reason.
- b) All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidder shall be summarily rejected.

19. SCHEDULE OF QUANTITIES

The schedule of quantities for which the bid has to be submitted has been provided separately under **Annexure-I** annexed to this document.

20. FORCE MAJEURE :

If any time, during the continuance of this contract, the performance in whole or in part by either party under obligation as per this contract is prevented or delayed by reasons of war or hostility, act of the public enemy, civil commotion, sabotage, fire, flood, explosion, epidemic, quarantine restrictions, strike, lockout or acts of nature, hereinafter referred to “eventuality”, provided notice of happening of any such eventuality is given by either party to the other within 21 days of the date of occurrence thereof, neither party shall be reason of such an “eventuality” be entitled to terminate this contract nor shall either party have any claim or damages against the other in respect of such non- performance or delay in performance and deliveries under the contract. The contract shall be resumed as soon as practicable after such “eventuality” has come to an end or ceased to exist. In case of any dispute, the decision of the District Judge, Ganjam at Berhampur, shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such, eventuality for a period exceeding 30 days, either party may at its option, terminate the contract provided also that if the contract is terminated under this clause the Purchaser shall be at liberty to take over from the Contractor at a price to be fixed by the Purchaser, which shall be final, all unused, undamaged and acceptable materials, brought out components and other stores in the course of manufacturer which may be in the possessions of the Contractor at the time of such termination, or such portion thereof as the Purchaser may deem fit except such material as the Contractor may, with the concurrence of the Purchaser, elect to retain.

ANNEXURE-I**FINANCIAL BID**Financial Bid for supply and installation of **HP Desktop Computer Systems**

Sl. No.	Item Description	Per Unit cost including GST	Quantity	Total Amount
1	HP Desktop Computer Set Monitor- Size:19.5" CPU- Model: SLIMLINE 290-P0066in 9th Gen. Intel Core i5 Processor, 8GB DDR4 RAM, 2 TB HDD, ODD/DVD-RW, Windows 10 Genuine Keyboard Optical Mouse			
2	HP LaserJet 1020 Plus Printer			
3	i-Ball 600VA UPS			

Approved for 01 (One) item

Sold for the work "Supply & Installation of Desktop Computer Systems at Court complex in different Courts and Offices of Ganjam Judgeship" on payment of ₹ 600/- (Rupees Six Hundred) only vide Money Receipt No..... Date

Against Cash / Demand Draft No..... Dated payable at Berhampur.

District Judge,
Ganjam, Berhampur

E.M.D. Furnished - Pledged NSC Rs.

PAN & GST

ANNEXURE –II**On the letterhead of the vendor/Contractor/supplier Details**

Date:

To

**The District Judge,
Ganjam at Berhampur
District- Ganjam (Odisha)**

Sir,

We hereby give our consent to accept the related payment of our claims/bills from the District Judge, Ganjam, at Berhampur through Cheques or Internet based online E-payments system at the sole discretion of the District Judge, Ganjam at Berhampur. Our Bank Account details of the said purpose are as under:

A. Vendor Details :	
1. Name (as per the Bank Record)	
2. Address	
3. PAN No.	
4. GST No	
5. E-mail ID	
6. Mobile Number	
B. Particulars of Bank Account	
1. Bank Name	
2. Branch Name/Branch Code	
3. Branch Address	
4. 9 Digit MICR No. of Bank and Branch (As appearing on the cheque)	
5. Account Type (Saving/Cash credit/Current)	
6. Account Number (as appearing on the cheque book)	
7. IFSC Code of the Branch (For RTGS)	
8. IFSC Code of the Branch (for NEFT)	

I/We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the user Institution responsible.

Signature/Seal of Firm

Date:

Phone No.

Name, Seal and Signature of Bidder**District Judge, Ganjam, Berhampur**

Certified that the particulars furnished above are correct as per our records.

Authorized Signatory

Date

Phone No.

Encl :

1. Photocopy of cheque duly cancelled
2. Copy of PAN Card
3. Copy of GST Registration Certificate

ANNEXURE –III
(Undertaking form Bidders)

Date:

To

**The District Judge,
Ganjam at Berhampur
District- Ganjam (Odisha)**

Dear Sir,

Nature of Goods/Equipment	HP Desktop Computer Systems
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Having examined and perused the following documents:

1. Notice Inviting Bids
2. Detailed Bid Document along with annexures

I/We.....do hereby submit tender in prescribed formats for Supply and Installation of HP Desktop Computer Systems in different Courts and Offices of Ganjam Judgeship completed in all respects in accordance with the conditions applicable.

If this tender is accepted, I/We agree to abide by and fulfill all the terms and conditions in the tender documents.

I/We hereby distinctly and expressly declare and acknowledge that before the submission of this tender, I/we have carefully read and followed the instructions and I/we have understood the existing system of supply to the District Judge, Ganjam at Berhampur including the scope and nature of duties expected from the Bidder.

I/we distinctly agree that I/we would hereafter make no claim or demand upon the District Judge, Ganjam at Berhampur based upon or arising out of any alleged misunderstanding or misconceptions or mistake on my/our part of the said stipulations, restrictions and conditions.

Any notice required to be served on me/us shall be sufficiently served on me/us by post (registered or ordinarily) or courier or left at my/our address furnished herein. I/we fully understand the terms and conditions in the tender documents.

Dated thisday of2020

Signature of the Bidder

ANNEXURE –IV**Tender cost & earnest money deposit payment particulars****Demand Draft particulars**

Sl. No.	D.D.No.	Date	Name of the Bank/Branch	Amount

I/wehereby declare that the particulars furnished by me/us in this offer are true to the best of my/our knowledge and I/we understand and accept that, if at any stage the information furnished by me/us are found to be in correct or false, I/we am/are liable for disqualification from this tender and also liable for any penal action that may arise due to the above, besides being black listed.

Signature

Name:

Designation:

Name of the Agency:

Address of the Bidder:

Phone No & Mobile No.:

E-Mail Address:

Website Address (if any) :

Date: