

**OFFICE OF THE DISTRICT JUDGE,
NABARANGPUR**
Civil Court premises, PO/PS: NABARANGPUR– 764059,
District : Nabarangpur. (Odisha)

TENDER FOR

Supply, installation, testing, commissioning, Close Circuit Television (CCTV) Security surveillance cameras alongwith storage LAN connection and other accessories required for working CCTV surveillance system in the Courts of Nabarangpur Judgeship situated at Nabarangpur,Umerkote and Raighar.

Email : [spmojis@gmail.com](mailto:spmojs@gmail.com)

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

Tender No: DJNGP/CCTV/ 01 dt. .21.02.2018

Name of the bidder

Cost of Tender Document – Rs. 500/-

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APPROVED

Member
Purchase Committee
Cum-CJ(Sr.Div)Nabarangpur

Member
Purchase Committee
C.J.M,Nabarangpur

Member
Purchase Committee
Cum-Addl-Districtjudge
Nabarangpur

OFFICE OF THE DISTRICT JUDGE, NABARANGPUR,
Civil Court premises, PO/PS: NABARANGPUR-764059, Dist: Nabarangpur (Odisha)

No. DJNGP/CCTV/01

Dated: 21st February, 2018

NOTICE INVITING TENDER

Sealed Tenders are invited from reputed Firms/Agencies under two bid systems for Supply, installation, testing, commissioning, Close Circuit Television (CCTV) Security surveillance cameras alongwith storage LAN connection and other accessories in the Courts of Nabarangpur Judgship situated at Nabarangpur,Umerkote and Raighar, District: Nabarangpur (Odisha).

SCHEDULE

S. No.	Activity Description	Schedule
1.	Details of works	Supply, installation, testing, commissioning of CCTV Camera along with storage LAN connection and other accessories required for working of CCTV Surveillance System.
2.	Estimated Cost of Tender	Rs.5,00,000/- (Rupees Five lakh) only
3.	Amount of EMD to be Deposited	Rs. 25,000/- (Rupees twenty five thousand) only
4.	Cost of Tender Document	Rs. 500/- (Rupees five hundred) only
5.	Sale of Tender Document	22 nd February 2018 to 03 rd March 2018 till 5:00 pm Tender document can be collected from the office of the District Judge, Nabarangpur or downloaded from our website ecourts.gov.in/india/odisha/Nabarangpur/tender
6.	Time and last date of depositing Tender/Bid	5 th March 2018 up to 5.00 PM
7.	Time and date of Opening of Technical Bid	6 th March 2018 at 01:30 PM in the office of the District Judge, Nabarangpur.
8.	Time and date of Opening of Financial Bid	The Financial bid will be opened after evaluation of technical bid, which will be announced later.
9.	Validity of Tender	30 days from the date of Opening of tender.

- Note :
- 1) The local MSEs registered with respective DICs, Khadi, Village, Cottage & Handicraft Industries, OSIC and NSIC shall pay 25% of the EMD amount.
 - 2) Bidders are advised to visit the Courts with prior permission to examine the site to understand the requirement, before submitting their bid documents.
 - 3) The District Judge, Nabarangpur reserves the right to accept / reject any/all tenders in part/full without assigning any reason thereof.

-Sd-
District Judge,
Nabarangpur.

I) **INSTRUCTIONS TO THE BIDDERS**

The tender shall be submitted in accordance with these instructions and any tender not confirming the instructions as under is liable to be rejected. These instructions shall form the part of the tender and contract.

1. The firms fulfilling the following criteria, may submit their sealed tenders super scribed as “Tender for Supply, installation, testing, commissioning of CCTV Camera” and address it to “**The District Judge, Nabarangpur, Civil Court premises, PO/PS: Nabarangpur-764059, District: Nabarangpur (Odisha)**” so as to reach on or before 5:00 PM. of 5th March,2018 through Regd.Post/Speed Post/Courier or can be submitted in hand to the Registrar, Civil Courts, Nabarangpur, District : Nabarangpur (Odisha).
2. This tender document consists of (i) Instructions to the Bidders; (ii) Commercial and General Terms & conditions of the tender; (iii) Technical Bid; (iv) Agreed Terms of Condition (ATC); (v) Financial Bid (Price schedule) and annexure as mentioned therein.
3. The technical/commercial tender in two separate sealed covers with technical bid marked clearly as “Technical Bid” and Financial proposal marked as “Financial Bid” should be submitted.
4. The intending bidder, in case of Prime Equipment Manufacturers shall submit a self declaration on their letter-head, along with the tender documents, confirming that they are regular in manufacturing, supplying, installing, testing and commissioning of the similar equipment from last 2 years.
5. The intending bidder, in case of Authorized Distributor/ Authorized Dealer shall possess valid authorized Distributorship /Dealership license from Prime Equipment manufacturers. The bidder shall enclose the copy of the same in the bid while submitting the tender.
6. The equipment shall be in compliance to the specifications mentioned in Annexure – I of the tender and shall be of the latest technology, best quality and high standards. The tenderer should enclose the product catalogue supporting the specifications mentioned in Annexure – I.
7. Any optional Accessories / Tooling, besides the standard equipment recommended for the better performance of the equipment, if offered, be provided with their full technical details including their use and advantage in a separate sheet with the tender documents. Warranty period, if applicable, should be specified for these.
8. No extra payment shall be paid on account of any discrepancy in nomenclature of items.
9. While submitting the tender, if any of the prescribed conditions are not fulfilled or are incomplete in any form, the tender is liable to be rejected. If any bidder stipulates any condition of his own, such conditional tender is liable to be rejected.
10. The District Judge,Nabarangpur reserves the right to amend or withdraw any of the terms and conditions contained in the tender document or to reject any or all the tenders in whole or in part without giving any notice or assigning any reason. Further Addendum/Corrigendum if any will be uploaded onto website of the Court only. The decision of the District Judge,Nabarangpur in this regard, shall be final and binding on all.

11. The Committee constituted by the District Judge, Nabarangpur shall have the right to verify the particular furnished by bidder independently. Those technically qualified bids will only be considered for price evaluation (Financial bid). Price should not be quoted with technical bid; otherwise the tender will be rejected without any correspondence. Decision of the District Judge, Nabarangpur on the eligibility for qualifying technical bids shall be final and no representation shall be considered in this regard.
12. The bidder should inspect and examine the site and its surrounding and shall satisfy as to the quantities and nature of work, materials necessary for completion of the work and in general to obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect his offer. No extra claim consequent on any misunderstanding or otherwise shall be allowed.
13. Bidder shall take into account all costs including installation, testing and commissioning, cartage etc. for giving delivery of material at site where the same are to be installed as detailed below before quoting the rates. In this regard no claim for any extra payment for any reason shall be entertained.
14. The supply should be delivered at our premises free of transport charges in the address given below.
15. The material shall be inspected on receipt at site i.e. in the office of the District Judge, Nabarangpur and contractor shall be responsible for any damage during the transit of goods.
16. All the communication with respect to the tender shall be addressed to:

The District Judge,
Nabarangpur
Civil Court premises,
PO/PS: NABARANGPUR – 764059,
District Nabarangpur (Odisha)
17. In the event of any dispute the legal matter shall be subjected to the jurisdiction of Nabarangpur Court only.
18. On approval of the Tender, the purchase order will be issued to the successful tenderer i.e. the lowest one by the District Judge, Nabarangpur.

I/We confirm with our acceptance to the instructions from S.No.1 to 18 above.

Date:

Name, Signature and Seal of Bidder

II) COMMERCIAL AND GENERAL TERMS & CONDITIONS OF THE TENDER

Supply, installation, testing, commissioning of Close Circuit Television (CCTV) Security surveillance cameras along with storage LAN connection and other accessories required for working of CCTV surveillance system in the Courts of Nabarangpur Judgeship situated at Nabarangpur, Umerkote and Raigarh, District: Nabarangpur (Odisha).

1. Eligibility Criteria:

- a) Bidder should have a fully functional Service Centre with spares stock for attending the breakdown calls. Details of the location of the Service Centre must be provided. The order of preference of the Service Center will be emphasized within the local district i.e. Nabarangpur, in case of non-availability of any such Center, the Service Center available in other town/city of Odisha will be preferred.
- b) The Bidder must submit evidence of at least one similar nature of work done by him within a year.
- c) Bidder should have a minimum 3 year experience in Supply, installation, testing and commissioning of CCTV Surveillance System in any Govt. organization, along with necessary endorsement (Annexure-VIII).
- d) The Bidder shall not be under a declaration of ineligibility for corrupt or fraudulent practices or blacklisted by any of the Government agencies.

2. Scope of Work:

- a) Nature of Goods/ Equipments: Supply, installation, testing, commissioning of CCTV Camera along with storage LAN connection and other accessories required for working of CCTV Surveillance System as mentioned in the technical specifications as per Annexure – I
- b) The Bidder's scope shall include complete power distribution devices for IP CCTV including complete cabling work, DBs and required electrical accessories with suitable protection devices from UPS (in bidder's scope) and UPS output to IP CCTV cameras.
- c) The equipments shall be supplied as per Annexure-I within 7 (seven) days of acceptance of Purchase Order and the entire installation, testing and commissioning works is to be completed within 30 days thereof.
- d) The supplier shall be responsible for inspection and Quality Assurance for all materials and workmanship.
- b) Submission of the tender implies that these conditions of tender have been read by the bidders and is aware of the scope of the supply and the quality of the material to be supplied. The final acceptance of the tender rests with the District Judge, Nabarangpur, who reserves the right to accept or reject any or all tenders without assigning any reason thereof.

3. Submission of Bids:

Only physical bids received on or before 05.03.2018 by the District Judge, Nabarangpur will be considered for opening. Bids sent through fax or email or received after 5.00 pm of 05.03.2018 will not be considered. The sealed tenders will be opened by the Committee on 06.03.2018 at 1.30 PM in the office of the District Judge, Nabarangpur in the presence of the bidder in person or his authorized representatives of the bidders (who have submitted regular tenders). The authorized representatives, who intend to attend the tender opening, are to bring with them letters of authority from the corresponding bidders..

The technical bid and the financial bid should be sealed by the bidder in separate covers duly super scribed and both these sealed covers are to be put in a bigger cover which should also be sealed and duly super scribed.

- a) Technical Bid: Envelope should subscribed "Technical bid for Supply, installation, testing, commissioning of CCTV Camera". It should contain the Tender Fee, Earnest Money Deposit (EMD) and all details as mentioned in Technical Bid [Annexure – I]
- b) Financial bid Financial Bid: The second envelope should subscribed "Financial bid for Supply, installation, testing, commissioning of CCTV Camera" and it should contain the rates etc. as per Annexure III .

4. Validity of Tender :

- a) The tender shall be valid for a period of 30 days from the date of opening of the tender.
- b) Bidders for any reason whatever, withdraws the tender after it is accepted or become unable or fails to execute the orders within stipulated delivery period, the District Judge, Nabarangpur shall be at liberty to cancel the order forthwith and the EMD of the tender in such a case will be forfeited by the District Judge, Nabarangpur.
- c) No representation for the enhancement of the prices of the accepted tender or alteration of the terms and conditions will be entertained till supplies, installation and commissioning are completed.

5. Offers ready stock / Subject to prior sale:

- a) Offers from ready stock are preferred. In case the offers are subject to prior orders, the Bidders shall indicate the period within which the ordered quantity will be supplied. The Bidders shall note that in case Bidder fails to supply within the period of delivery indicated in the said tender, penalty at the rate of 1% of value of the order, per week of delay subject to maximum of 20% of the order value will be levied.
- b) The successful Bidder shall, within 5 days from the date of receipt of communication of acceptance of quotes from the District Judge, Nabarangpur shall intimate his acceptance of the order. The successful Bidder shall complete supplies strictly as per the accepted delivery period.

6. Price Applicability :

- a) 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 supplies shall be charged to the bidder account. The rates quoted shall be all inclusive, with the delivery, up to destination i.e. the office of the District Judge, Nabarangpur.
- b) The Bidders shall submit the copy of PAN Number, GST Number registration details along with the tender (Annexure-IV).

7. Performance Security :

- a) Within seven days of the Contractor's receipt of Letter of Intent (LOI)/P.O., the Contractor shall furnish a Performance Security in the form of Bank Guarantee for an amount of Rs.1,00,000/- (Rupees one lakh only) issued by schedule commercial Bank, in the prescribed format Annexure-VIII given in this tender. Performance security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier.
- b) The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Contractor's failure to complete its obligations under the contract. The District Judge, Nabarangpur shall retain the right to encash the bank guarantee in case of any deficiency in service by the firm during the contract period.
- c) The Performance Bond will be discharged by the Purchaser after completion of the Contractor's obligations including any warranty obligations under the contract.

8. Delivery:

- a) The successful bidder shall complete supplies strictly within the accepted delivery period. The goods supplied under the contract shall conform to the standards mentioned in the Technical Specifications Annexure-I. Material ordered by the District Judge, Nabarangpur shall be delivered to destination securely packed as may be necessary. The bidder shall furnish the agreement for supply of goods as per Annexure-X)
- b) The Equipment's shall have to be delivered and installed at the Courts and offices as detailed below to the satisfaction of concerned authority.

- i) The District Judge, Nabarangpur
- ii) Special Judge (STC), Nabarangpur
- iii) Judge, Family Court, Nabarangpur
- iv) Addl. District Judge, Nabarangpur
- v) Chief Judicial Magistrate, Nabarangpur
- vi) Civil Judge (Sr. Dvn.), Nabarangpur
- vii) S.D.J.M., Nabarangpur
- viii) J.M.F.C., Nabarangpur
- ix) J.M.S.C., Nabarangpur
- x) Civil Judge (Sr. Divn.), Umerkote
- xi) J.M.F.C., Umerkote
- xii) Gram Nyayalaya, Raigarh.

- d) Supply, installation, testing, commissioning of CCTV Camera along with storage LAN connection and other accessories required for working of CCTV Surveillance System shall have to be carried out free of charge to the site where the same are to be installed. The comprehensive catalogue which includes instructions for Operation, Maintenance, Trouble shooting and all other areas which are necessary for smooth functioning of equipment, shall be provided along with the equipment by the bidder.

9. Patent Rights :

The Contractor shall indemnify the Purchaser against all third party actions/claims of infringement of patent, trademark or industrial design rights arising from the use of goods or any part thereof.

10. Warranty :

- a. The Contractor shall give warranty that goods to be supplied shall be new and free from all defects and faults in material, 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 Contractor shall be responsible for any defects that may develop under the conditions provided by the contractor and under proper use, arising from faulty materials, design or workmanship such as corrosion of the equipment, inadequate contact protection, deficiencies in circuit design and or otherwise 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 goods are faulty. This warrantee shall survive inspection or payment for, and acceptance of goods, after the goods have been taken over.
- b. If it becomes necessary for the contractor to replace or renew any defective portion/portions of the equipment under this clause, the provisions of the clause shall apply to the portion/portions of equipment's replaced or renewed. If any defect is not remedied within a reasonable time, the Purchaser may proceed to get the work done at the Contractor's risk and expenses, but without prejudice to any other rights which the Purchaser may have against the Contractor in respect of such defects.
- c. Replacement under warranty clause shall be made by the Contractor free of all charges at site including freight, insurance and other incidental charges.
- d. The equipment's offered shall confirm to the specifications as given in tender/order and shall be guaranteed against defective design, defective quality material supplied, manufacturing defects etc., for a minimum period of 12 months from the date of supply of CCTV Camera.
- e. The Bidders have the right to offer warranty more than the period of warranty offered by manufacturer of the product for 12 months from the date of supply of CCTV Camera and this aspect would certainly be taken into consideration.

11. Inspection and Tests:

The District Judge, Nabarangpur or his representatives shall have the right to inspect and test the goods for their conformity to the specifications and he may also appoint an agency for this purpose. The technical specifications shall specify what inspection and tests the Purchaser requires and where they are to be conducted, Where the Purchaser decides to conduct such tests on the premises of the Contractor, all reasonable facilities and assistance like testing instruments and other test gadgets including access to the drawings and production data shall be furnished to the Inspector free of costs. In case the tested goods fail to confirm to the specifications, the Inspector may reject them and the Contractor shall either replace the rejected goods or make alteration necessary to meet the specifications requirements free of cost to the Purchaser.

12. Payment:

The payment will be made through NEFT by NCDIR to the bank account as mentioned in the bank mandate. The bidder shall submit the documents which shall clearly indicate that the Proper Installation, Commissioning & successful Testing of Equipment are done and said documents are duly approved by the District Judge, Nabarangpur.

13. Tender Fee and Earnest Money Deposit (EMD)**Tender Fee:**

The cost of tender document is Rs.500/- (Rupees Five Hundred only) (Non - refundable). The tender document can be obtained by paying the fees through Demand Draft / Bankers Cheque drawn in favour of "The Registrar, Civil Courts, Nabarangpur" payable at Nabarangpur. The cost of tender document shall be attached with Technical Bid in case the tender document is downloaded from the website. The Tender Document is not transferable to any other bidder.

Earnest Money Deposit (EMD):

- a) The local MSEs registered with respective DICs, Khadi, Village, Cottage & Handicraft Industries, OSIC and NSIC shall pay 25% of the prescribed Earnest Money. In such case, copy of the certificate showing registration with the above mentioned institutions to be enclosed along with the bid.
- b) In case the unit is not covered as above, it shall submit the offer along with the Earnest Money Deposit (EMD) for Rs.25,000/- (Rupees twenty five thousand) only.
An Earnest Money Deposit of Rs.25,000/- (Rupees twenty five thousand only) in the form of demand draft drawn in favor of 'The Registrar, Civil Courts, Nabarangpur " payable at Nabarangpur may be submitted, failing which their bids will not be considered valid.

The EMD amount will be refunded to unsuccessful bidder without any interest after completion of the tender process. The EMD should remain valid for a period of 45 days beyond the final tender validity period. The EMD amount will be refunded to the successful bidder after furnishing of performance security.

Note: The EMD will be forfeited in following cases:

- a) If the bidder fails to accept the order based on his/her offer (bid) and within the prescribed time.
- b) If the bidder fails to supply the material with specifications in compliance to as mentioned in Annexure-I.
- c) If the bidder delays supply beyond a reasonable time resulting in disruption of the contract works.

14. Service Facility:

In order to ensure proper and timely after sales service, contact details with addresses of Service Centre nearest to Nabarangpur shall be provided along with the bid.

15. Sub-Letting:

The Bidder cannot assign or transfer and sub-contract its interest/ obligations under the contract without prior written permission of the Purchaser.

16. Liquidated Damages:

- a) The date of the delivery of the goods/services stipulated in the acceptance of tender should be deemed to be the essence of the contract and the delivery must be completed no later than the dates specified therein. Extension in delivery period will not be given except in exceptional circumstances. Should, however, deliveries be made after expiry of the contract delivery period and accepted by the consignee, such deliveries will not deprive the Purchaser of the right to recover Liquidated Damages.
- b) In case the Contractor fails to supply the goods/services against the order, the same shall be procured from other Contractors at the cost and risk of the Contractor and the excess money will be recovered from any dues of the party.
- c) For late deliveries, as liquidated damages, a sum equal to 2% of the price of any goods/services not delivered or total order value in case where part delivery is of no use to a Purchaser, for a week or part of a week subject to maximum limit of 10% of the total order will be recovered from the Contractor. The Purchaser also reserves the right to cancel the order in such cases and forfeit the EMD/Performance Bank Guarantee and may also debar the Contractor for future purchases.
- d) Liquidated damages can be recovered from any dues of the Contractor.

17. Applicable Laws :

- a) This contract shall be interpreted, construed and governed by the laws of the Republic of India and the parties hereby submit to the exclusive jurisdiction of the Court at Nabarangpur and to all Courts at Nabarangpur having jurisdiction in appeal there from. The parties to the contract shall continue to fulfill their respective obligations under the contract during the currency of the contract pending the final decision of the Court.

18. Replacement Of Defective Equipment :

- a) If any equipment or any part thereof, is found defective or fails to meet the requirements of the contract before it is accepted, notice will be issued to the Contractor setting forth details of such defects or failures and the Contractor shall forthwith arrange to set right the defective equipment or replace the same by the good one to make it comply with the requirements of the contract. This in any case shall be completed within a period not exceeding one month from the date of the initial report pointing out the defects. The replacement or rectification shall be made at site by the Contractor free of cost. If the Contractor fails to do the needful within this stipulated time frame, the purchaser reserves the right to reject the equipment in full or in part and get it replaced at the cost of the Contractor. The cost of any such replacement made by the Purchaser shall be deducted from the amount payable to the Contractor against this purchase order.
- b) If any equipment or part thereof is lost or rendered defective during transit, pending settlement of the insurance claim, fresh order shall be placed on the Contractor for such loss or defective equipment and the Contractor shall arrange to supply the same within three months of such order at the same prices and on the same general terms and conditions as mentioned in this purchase order.

19. Force Majeure :

- a) 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, Nabarangpur, 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 60 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, bought out components and other stores in the course of manufacture which may be in the possession 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.

20. Termination for Default :

- a) The Purchaser, may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the Contractor, terminate this contract in whole or in part.
- * If the contractor fails to deliver any or all the goods within the time period (s) Specified in the contract, or any extension thereof granted by the Purchaser.
 - * If the Contractor fails to perform any other obligation(s) under the contract;
 - * If the Contractor, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
 - * If the Contractor, in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as the Purchaser may authorize in writing) after receipt of the default notice from the Purchaser.
 - * On a notice period of 30 days.

For the purpose of this Clause:

- 1) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
 - 2) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of Borrower, and includes collusive practice among Bidders(prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition".
- b) In the event the Purchaser terminates the contract in whole or in part pursuant to above paragraph the Purchaser may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered and the Contractor shall be liable to the Purchaser for any excess cost for such similar goods. However, the Contractor shall continue the performance of the contract to the extent not terminated.

21. Claims:

- a) If the material supplied are found to be off size and shape different than those in the accepted offer and are of specifications lower than those stipulated in the accepted offer, the District Judge, Nabarangpur shall have the right to totally reject the goods and/or to prefer a claim for compensation for the part of goods, which are rejected.
- b) The contractor shall reimburse to the District Judge, Nabarangpur, the actual expenditure incurred, on such goods, within 15 (fifteen) days of its demand.
- c) The contractor shall be responsible for arranging the rejected goods to be removed at his/her cost from the office premises of the District Judge, Nabarangpur.
The contractor shall also compensate for losses, if any, sustained by the District Judge, Nabarangpur due to defective packing and/or wrong marking of the goods.

22. Termination of Insolvency :

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

23. Add On/Repeat Order :

The District Judge, Nabarangpur, reserves the right to place Add on/Repeat order for additional quantity to 100% of the original quantity at the same rate and terms & conditions of the purchase order within six months from the date of issue of purchase order.

We confirm with our acceptance to the Commercial & General Terms & Conditions Sl. No. 1 to 23 as given above.

Date:

Name, Signature and Seal of Bidder

ANNEXURE – I**TECHNICAL BID**

Technical Specification for Supply, installation, testing, commissioning of CCTV Camera along with storage LAN connection and other accessories required for working of CCTV Surveillance System and storage of data.

Sl. No.	Item & Specification	DESCRIPTION	Compliance (YES/NO)	If no, specify requirements
1.	Total Camera	78 Nos. (Approx)		
	Camera Type	HD smart bullet/dome camera or equivalent standard enabled		
	Image Sensor	1/1.7" Progressive Scan CMOS		
	Lens	2.8-12mm		
	Angle view	96.0-360 degree		
	Day/Night Function	IR cut filter with auto switch		
	Motion Detection	Yes		
	Image Resolution	3840 X 2160 or equivalent		
	IR Range	Upto 50 meters coverage		
	Wide Dynamic Range	Digital WDR		
	Digital noise reduction	3D DNR		
	Network storage	NAS (Support NFS,SMB.CIFS),ANR		
	System	ONVIF (Profile S,Profile G), ISAPI		
	Security	Support three-level user authentication management		
2.	4K DVR or equivalent compatible for 4K camera	32 Channels (2 Nos.)		
		16 channels (1 Nos.) and 8 channels (2Nos)		
	Hard disk - SATA	4 SATA interfaces upto 8 TB capacity for each disk		
	Support	Third-party network cameras supported		
		HMDI1 at up to 4K(3840x2160) resolution		
Connectivity	Supports H.264+ and H.264			
3.	SMPS	16 port (7 Nos.)		
4	Cable for CCTV, Casing/Capping/Conduit /Flexible	CCTV cable. Bidder should examine the site to understand the requirement of materials for proper installation.		
5	4K LED TV	32" (5 nos.)		
6	Warranty	3 Years		
7	Software	i. System should be provided with suitable software for monitoring, archiving, replay for data ii. Software should be able to connect all the cameras and also suitable for future expansion.		

The tenderer should enclose the product catalogue supporting the specifications. Any optional Accessories / Tooling, besides the standard equipment recommended for the better performance of the equipment, if offered, be provided with their full technical details including their use and advantage in a separate sheet with the tender documents.

ANNEXURE - II**AGREED TERMS AND CONDITIONS
(TO BE FILLED BY INDIAN BIDDERS QUOTING ONLY IN INDIAN RUPEES)****Important Notes :**

(A) This questionnaire (ATC) duly filled-in the same word file must be submitted along with the offer, failing which your offer will be liable for rejection. This document received in any other form will not be accepted and can lead to rejection of offer.

(B) Each point must be confirmed / replied suitably

(C) Bidders to note that the confirmation/acceptance/comments mentioned/agreed by them in this ATC are final and will supersede any contrary term indicated elsewhere in their quotation / tender documents.

S. No.	Description/Tender Requirement	Vendor's Reply
Compliance to Technical Conditions		
1.	Confirm that the offer has been submitted strictly as per the tender requirements.	
2.	Confirm that all pages of "Technical Specifications" have been submitted with the technical bid as a token of acceptance	
3.	Confirm that all the documents related to "Technical Criteria for acceptance of offer" have been submitted with the technical bid.	
4.	Confirm that there is no technical deviation and specification of offered product is same as per tender specification	
Compliance to Commercial Conditions		
1.	Confirm that you are a OEM OR Authorized dealer of CCTV Cameras. In case of authorized dealer of CCTV Camera submit authorization letter along with your bid	
2.	Confirm that the quoted prices are in Indian Rupees	
3.	Confirm that the Prices shall be FIRM and FIXED till complete execution of order and shall not be subject to variation on any account	
4.	Confirm unconditional acceptance that any bidder making a false claim would have its contract terminated forthwith, if detected later.	
5.	Please note that Packaging & Forwarding charges or any other charges should be included in Price Bid. The total price of all items put together will be considered for price evaluation.	
6.	Confirm that you shall supply the requisite operation/maintenance manual with the equipment.	

7.	Please also confirm that spare parts shall be made available in the local Service Center as and when required for a minimum period of 3 years during the warranty period.	
8.	Confirm unconditional acceptance Confirm unconditional acceptance of comprehensive warranty (inclusive of absolutely free of charge delivery (all expenses paid) at our site and installation of replacement parts/spares and free of all expenses related to such service calls) during the warranty period.	
9.	Confirm whether your firm is registered with any of the following in order to avail the benefits/preference available vide Public Procurement Policy MSEs Order, 2012. a) District Industries Centers (DIC) b) Khadi and Village Industries Commission (KVIC) c) Khadi and Village Industries Board d) Coir Board e) National Small Industries Corporation (NSIC) f) Directorate of Handicraft and Handloom g) Any other body specified by Ministry of MSME If Yes, then please mention with whom your firm is registered with as MSE and the proof for the same may be attached	
10.	The bidder is requested to advise whether they have a rate contract for the quoted items with GeM/DGS&D	

Dated:**Signature of the Bidder**

ANNEXURE – III**FINANCIAL BID**

Financial Bid for Supply, installation, testing, commissioning of CCTV Camera along with storage LAN connection and other accessories required for working of CCTV Surveillance System.

Sl. No.	Item Description	Brand	Unit cost	Qty.	Tax/Vat /GST	Total
1.	HD smart Bullet Camera or equivalent standard enabled					
2	HD smart Dome Camera or equivalent standard enabled					
3	4K DVR or equivalent - 32ch					
	4K DVR or equivalent -16 ch					
	4K DVR or equivalent -8 ch					
4	Hard disk 4TB for each DVR					
6	4K LED TTV 32"					
7	UPS 1KV (7 Nos.)					
8	4U Rack cabinet for DVR (wall mount with lock) (7 Nos.)					
9	SMPS switches - 16 Port (7 Nos.)					
10	Cable for CCTV					
11	Casing/Caping/ Conduit/ flexible expansion					
12	Installation, testing, commissioning					

The above Total amount mentioned is inclusive of all tax and other charges

Date:

Name, signature & seal of the bidder

ANNEXURE – IV**On the Letterhead of the Vendor/Contractor/Supplier Details**

Date:

To

The District Judge,
Nabarangpur,
Civil Court premises,
PO/PS: Nabarangpur – 764059,
District: Nabarangpur (Odisha).

Dear Sir,

We hereby give our consent to accept the related payments of our claims/bills on the District Judge, Nabarangpur through Cheques or Internet based online E-Payments system at the sole discretion of the District Judge, Nabarangpur. Our Bank account details for the said purpose are as under:

A. Vendor Details:	
1.Name (As per the Bank Records)	
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 (Savings/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.

Date :

Signature/Seal of Firm

Phone No:

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

Date :

Company's Authorized Signatory

Phone No:

Encl: 1) Photocopy of cheque duly cancelled**2) copy of PAN Card****3) Copy of GST Registration Certificate****4) Copy of current valid Tax Clearance Certificate****5) Copy of I.T. Clearance Certificate for the Assessment Year, 2016-17**

District Judge, Nabarangpur
dt.21.02.2018

Tender No. DJNGP/CCTV/01

ANNEXURE – V**(Undertaking from Bidders)**

To
 The District Judge,
 Nabarangpur.
 Civil Court premises,
 PO/PS: NABARANGPUR – 764059,
 District : Nabarangpur (Odisha)

Sir

Nature of Goods/Equipments:	CCTV Camera along with other accessories required for working of CCTV Surveillance System
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Having Examined and Perused the following documents:

1. Notice Inviting Tender
2. Instruction to the Bidder
3. Commercial General Terms & Conditions
4. Technical Specifications of items (Annexure – I) for which tender is issued
5. Price Bid

I/Wedo hereby submit tender in prescribed formats for Supply, installation, testing, commissioning of CCTV Camera along with other accessories required for working of CCTV Surveillance System and storage of data to the District Judge, Nabarangpur, 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, Nabarangpur, 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, Nabarangpur 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 ordinary) or courier or left at my/our address furnished herein. I/We fully understand the terms and conditions in the tender documents.

Dated this..... day of.....2018

Signature of the Bidder

**TENDER COST & EARNEST MONEY DEPOSIT PAYMENT
PARTICUALRS**

Number of Demand Drafts enclosed:

Demand Draft particulars:

Sl. No.	DD No.	Date	Name of the Bank/ Branch and place	Amount

I / We, hereby 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 incorrect 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. & Mob. No.:

Email Address:

Website address (if any):

Date:

Annexure-VII

Bank Guarantee Format for Performance Security

To

The Governor of Odisha.

WHEREAS..... (name and address of the supplier) (hereinafter called "the supplier") has undertaken, in pursuance of contract no..... dated to supply (description of goods and services) (herein after called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed thereunder or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the day of, 20.....

Our..... branch at* (Name & Address of the* branch) is liable to pay the guaranteed amount depending on the filing of claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our* branch a written claim or demand and received by us at our* branch on or before Dt.....otherwise bank shall be discharged of all liabilities under this guarantee thereafter.

.....
(Signature of the authorized officer of the Bank)

.....
Name and designation of the officer

.....
Seal, name & address of the Bank and address of the Branch

** Preferably at the headquarters of the authority competent to sanction the expenditure for purchase of goods or at the concerned district headquarters or the State headquarters.*

ANNEXURE – VIII

- a) List of Govt. Organizations / Dept. List of Government Organizations for whom the Bidder has undertaken such work during last three years(must be supported with work orders)

Name of the organization	Name of the Contact person	Contact No.

- b) Name of application specialist/ Service Engineer who have the technical competency to handle and support the quoted product during the warranty period.

Name of the organization	Name of Contact person	Contact No.

Dated :

Signature of the Bidder

ANNEXURE – IX

DECLARATION

I/We having our office as mentioned below and declare that I/we have never been blacklisted by any State Government/Central Government or any State/Central PSU.

Signature :

Name :

Designation :

Name of the Agency :

Address of the bidder :

Date:

Place:

Annexure-X

Agreement for Supply of Goods

THIS AGREEMENT made this..... day of.....
20..... BETWEEN M/s..... & Co Ltd having
registered office at in the State of.....(hereinafter called the
'Supplier' which expression shall, unless excluded in the subject or context,
include the heirs, successors, legal representatives, and permitted assigns) of
the one Part.

AND

the Governor of Odisha (hereinafter called the 'the Governor' which expression
shall, unless excluded in the subject or context, include the heirs, successors,
legal representatives, and permitted assigns) of the other Part.

WHEREAS the Governor wants to purchase the goods mentioned in the schedule.

NOW THESE PRESENT WITNESS AND IT IS HEREBY AGREED AS FOLLOWS:

1. That the time shall be the essence of the contract and the supplier shall supply the goods in the schedule completely so as to make delivery to the District Judge, Nabarangpur on or before the date failure to do which will entitle the Governor to rescind the contract immediately.
2. That the goods shall be of the specifications and price mentioned against each. Any variation on inspection will entitle the Governor to refuse the consignments either in whole or in part, as the case may be, the whole, if the part renders it useless.
3. That the goods shall be inspected at the office of the District Judge, Nabarangpur in the presence of the officers of both parties duly authorized in that behalf on a day fixed in a notice by either of the parties, provided such day is not postponed for more than a period of two months after the date given in the notice. Default by the Supplier shall disentitle him to raise any objection subsequently to the result of inspection made by the Governor in his absence and claim any compensation on that account.
4. That the Supplier shall guarantee durability of the goods for a period of 3 years from the date of completion of supplies and installation in the case of machineries and any damage, done to the goods in the usual course of use or any deficiency, detected in them subsequent to such completion and installation and during the period aforesaid shall be made good to render due service at the cost of the Supplier within a period of one months from the date of receipt of the notice in that behalf and no decision shall be taken by the Supplier or any person on his behalf as to the defects or deficiency without notice to the Governor failure to do so shall be deemed that the Supplier has no intention to discharge the obligation and thereupon the amount of security, deposited separately or withhold from his bill, shall stand forfeited to the Governor. The Supply of goods

other than machineries shall be deemed to be complete only after final approval by the officer duly authorised on inspection whose decision shall be final and in case of machineries exactly in the same manner and installation which would include test working for 7 (seven) days.

5. The Goods shall be duly packed and insured by the Supplier for transit and be despatched at the risk of the carriers and the Governor shall not be responsible for any loss or damage during the transit or at any time prior to inspection and approval.

6. That the price of goods shall be paid in advance or on the completion of supplies and installation as the case may be in agreed instalments on bills submitted (as indicated in the Payment Schedule) provided the Governor may withhold payment of..... per cent of the total amount payable as security for the period of guarantee if no amount equal thereto has already been deposited as such.

7. That any damage or deficiency if not removed during the stipulated period by the Supplier may be removed by the Governor at his cost to be reimbursed by the Supplier. Any amount payable to the Governor hereunder shall be recovered as public demand under the Orissa Public Demand Recovery Act, 1963 and shall bear 6% interest per annum till certificate for recovery is filed.

8. That the supplier shall deposit Bank guarantee for Rs.1,00,000/- (Rupees one lakh only) towards earnest money at the time of acceptance of tender for due performance of the covenants hereof and such money shall be forfeited to the Governor in case of breach of all or any of the covenants.

9. That any dispute arising hereunder shall be resolved in the following manner:

.....
.....

10. That Sri..... is duly authorised in the order No....., dated.....by the Governor and Sri..... on behalf of the company to execute the deed.

11. The cause of action hereunder shall always be deemed to arise at Nabarangpur.

12. That the stamp duty shall be borne by the supplier.

SCHEDULE OF GOODS

Name of Goods	Specification with number and make etc	Price agreed

SCHEDULE OF PAYMENT

Mode of payment	of	%of price	Condition precedent for payment	Remarks
Advance Payment				
Supply/Installation				

IN WITNESS WHEREOF the parties hereto have signed this deed this day.....
of..... mentioned against the signature of each in the presence
of.....

Witness