

**OFFICE OF THE DISTRICT JUDGE, CUTTACK**

Near Orissa High Court, PO: Chandini Chowk, PS: Lalbag,  
Dist: Cuttack, PIN:753002

No. Nizarat/ 149

Dated 26-Feb-2018

**ADDENDUM / CORRIGENDUM**

In the advertised **Tender Invitation Notice No Nizarat/140 dated 23/02/2018** of this establishment, the following Corrigendum and Addendum have incorporated:

1) In **Rule 14, Earnest Money Deposit (EMD) of (a)** of Commercial and General Terms & Conditions of the Contract, the following shall be substituted as: **The local MSEs registered with respective DICs, Khadi, Village, Cottage & Handicraft Industries, OSIC and NSIC have been exempted from payment of Earnest Money. In such case, copy of the certificate showing registration with the above mentioned institutions to be enclosed along with the bid.**

2) The **Rule 10 (Performance Security) of (a)** of Commercial and General Terms & Conditions of the contract shall be renumbered as **(a)(i)** and it shall be applicable for **the successful bidder other than local registered MSEs.**

3) The following is **an addendum to Rule 10 (Performance Security) as (a)(ii); On conclusion of bidding process, the local MSEs bidder, if selected, shall have to pay 25 % of the value of performance security (Rs. 62,000/- (Rupees Sixty Two Thousand Only)) within 10 days of award of contract issued by a commercial Bank from its branch in Cuttack in the prescribed format (Annexure-VII) given in the tender. Performance Security shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the successful bidder including warranty obligations.**

**Other terms and conditions will remain same as contained in Tender Invitation Notice No Nizarat/140 dated 23/02/2018.**

Sd/- S N Mishra

26/02/2018

District & Sessions Judge, Cuttack

**OFFICE OF THE DISTRICT & SESSIONS COURT, CUTTACK**

Near Orissa High Court, PO: Chandini Chowk, PS: Lalbag

Dist: Cuttack, PIN: 753002

Email: [djctc.nizarat@gmail.com](mailto:djctc.nizarat@gmail.com)

Website: <http://ecourts.gov.in/odisha/Cuttackdc>

**TENDER DOCUMENT**

**Tender Issue No: Nizarat/140**

**Date: 23-Feb-18**

**Supply, Installation, Testing, Maintenance and Commissioning of Closed Circuit Television (CCTV) Surveillance System in Courts and important Offices in Cuttack Judgeship at various stations i.e. in Cuttack, Athgarh, Tigiria, Baramba, Narasinghpur, Banki and Salipur.**

**Name and Address of the Bidder:**

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**Cost of Tender Document- Rs. 500/-**

**\*Payable in shape of Demand Draft/Bankers Cheque**

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**OFFICE OF THE DISTRICT & SESSIONS COURT, CUTTACK**

Near Orissa High Court, PO: Chandini Chowk, PS: Lalbag

Dist: Cuttack, PIN: 753002

Email: [djctc.nizarat@gmail.com](mailto:djctc.nizarat@gmail.com)Website: <http://ecourts.gov.in/odisha/Cuttackdc>**No. Nizarat/140****Date: 23-Feb-2018****TENDER INVITATION NOTICE**

Sealed Tenders under two bid systems are invited from reputed registered firms/agencies having sound technical experience for supply, installation, testing, maintenance and commissioning of Closed Circuit Television (CCTV) Security Surveillance Cameras along with storage LAN connection and other accessories required for working of the system in Courts and important Offices in the Judgeship of Cuttack at various stations i.e. in Cuttack, Athgarh, Tigiria, Baramba, Narasinghpur, Banki and Salipur.

<b>Sl. No</b>	<b>Activity Description</b>	<b>Schedule</b>
01	Services to be offered	<b>Supply, installation, testing, maintenance and commissioning of Closed Circuit Television (CCTV) Security Surveillance Cameras along with storage LAN connection and other accessories required for working of the system</b>
02	Sale of Tender Document	<b>23<sup>rd</sup> February, 2018 to 06<sup>th</sup> March, 2018 till 05.00 PM.</b> Tender Document can be collected from the office of District & Sessions Court, Cuttack or downloaded from our website <a href="http://ecourts.gov.in/odisha/Cuttackdc">http://ecourts.gov.in/odisha/Cuttackdc</a>
03	Time and Last date of depositing Tender/Bid	<b>06<sup>th</sup> March, 2018 up to 05.00 PM</b>
04	Time and Date of opening of Technical Bid	<b>07<sup>th</sup> March, 2018 at 03.00 P.M</b> in chamber of District & Sessions Judge, Cuttack
05	Time and Date of opening of Financial Bid	The financial bid will be opened after evaluation of technical bid, which will be announced later. Probably within two days after opening of Technical Bid.
06	Validity of Tender Offer	01 year from the date of opening of tender
07	Estimate Cost of Tender	<b>Rs. 24,77,000/- (Rupees Twenty Four Lakh Seventy Seven Thousand) Only</b>
08	Amount of EMD to be Deposited	<b>Rs. 50,000/- (Rupees Fifty Thousand Only)</b>
09	Cost of Tender Document	<b>Rs. 500/-</b>
10	Completion of Work	<b>Within 15 days from award of contract</b>

**Notes:** 1. The District Judge, Cuttack reserves the right to accept / reject any/all tenders in part/full without assigning any reason thereof. 2. Any Addendum/Corrigendum date extension in respect of above tender shall be issued on our website <http://ecourts.gov.in/odisha/Cuttackdc> only and no separate notification shall be issued in the press. Bidders are therefore requested to regularly visit our website to keep updated.

Sd/- S N Mishra  
23/02/2018**District & Sessions Judge,  
Cuttack**

## SECTION 1. INSTRUCTIONS TO 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 deposit their tenders super scribed as **“Tender for Supply, installation, testing, maintenance and commissioning of CCTV Camera”** along with storage LAN connection and other accessories required for working of CCTV Surveillance System and address it to **“The District & Sessions Judge, Cuttack, Near Orissa High Court, AT/PO: Chandinichowk, PS: Lalbag, Dist: Cuttack, Odisha-753002”** so as to reach on or before **06<sup>th</sup> March, 2018 by 05.00 PM** either **through Regd. Post/Speed Post/Courier** or the tender may be dropped in the **Tender Box of District & Sessions Judge, Cuttack.**

2. The technical bid and the financial bid should be sealed by the bidder in separate covers with **technical bid marked clearly as “Technical Bid”** and **Financial bid marked as “Financial Bid”**. Both the sealed covers are to be put in a bigger cover which should be sealed and duly super scribed as **“Tender for Supply, installation, testing, maintenance and commissioning of CCTV Camera”**

3. 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 **for the last 2 years.**

4. The intending bidder, in case of **Authorized Distributor/ Authorized Dealer** shall attach **manufacturer’s authorization certificate** and also manufacturer’s confirmation of extending the required warranty for that product in the technical bid while submitting the tender.

5. 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.

6. 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.

7. No extra payment shall be paid on account of any discrepancy in nomenclature of items.

8. 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.

9. The District & Sessions Judge, Cuttack, reserves the right to reject any tender/bid wholly or partly without assigning any reason.

10. The Committee constituted by the District & Sessions Judge, Cuttack 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 & Sessions Judge, Cuttack on the eligibility for qualifying technical bids shall be final and no representation shall be considered in this regard.

11. 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 before quoting the rates. In this regard no claim for any extra payment for any reason shall be entertained.

12. The supply should be delivered at the premises where the same are to be installed and the successful bidder shall be responsible for any damage during the transit of goods.

13. All the communication with respect to the tender shall be addressed to **“The District & Sessions Judge, Cuttack, Near Orissa High Court, AT/PO: Chandinichowk, PS: Lalbag, Dist: Cuttack, Odisha-753002”**

14. In the event of any dispute the legal matter shall be subjected to the jurisdiction of Cuttack Court only.

15. On approval, the purchase order will be issued to the successful tenderer i.e to the lowest one by the District & Sessions Judge, Cuttack.

We confirm with our acceptance to the instructions from Sl.No.1 to 15 above.

Date:

Name, Signature and Seal of Bidder

## SECTION 2. COMMERCIAL AND GENERAL TERMS & CONDITIONS OF THE TENDER

### 1. Eligibility Criteria:

a) Bidder should have a fully functional service center with spares stock for attending the breakdown calls. Details of the service center must be provided. The order of preference of the Service Center will be emphasized within the local District i.e. Cuttack, in case of non-availability of any such center, the Service Center available in other town/city of Odisha will be preferred.

b) 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 Supply:

a) The tenders shall be submitted as per the technical specifications prescribed in Annexure – I.

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 & Sessions Judge, Cuttack 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 06<sup>rd</sup> March, 2018 by 05.00 P.M** will be considered for opening. **Bids sent through fax or email will not be considered.**

The tender should be submitted in a sealed bigger cover duly super scribed as **“Tender for Supply, installation, testing, commissioning of CCTV Camera”** which must contain two sealed covers as under

**a) Technical Bid:** The envelope should subscribed **“Technical bid”** for Supply, installation, testing, commissioning of CCTV Camera along with storage LAN connection and other accessories required for working of CCTV Surveillance System. It should contain the **Tender Fee, Earnest Money Deposit (EMD) and all details including Annexures with Technical Bid (Annexure – I).**

**b) Financial Bid:** Financial Bid: The second envelope should subscribed **“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” and it should contain the rates etc. as per Annexure III. **Nothing except the Annexure-III** should be included in this sealed cover.

#### 4. Validity of Tender:

- a) The tender offered shall be valid for a period of one year 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 & Sessions Judge, Cuttack shall be at liberty to cancel the order forthwith and the EMD of the tender in such a case will be forfeited.
- 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 3 days from the date of receipt of communication of acceptance of quotes from the District & Sessions Judge, Cuttack shall intimate his acceptance of the order. The successful Bidder shall complete supplies and installation strictly as per the stipulated period.

#### 6. Price Applicability:

- a) The price shall be firm and shall include all applicable taxes 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. to various stations in the Judgeship of Cuttack as at Tender Invitation Notice.
- b) The Bidders shall submit the copy of PAN Number, TIN Number, G.S.T Registration details with any other registration details along with the tender (Annexure-IV).

#### 7. Delivery:

- a) The successful bidder shall complete supplies strictly within the accepted delivery period. Material ordered by the District & Sessions Judge, Cuttack shall be delivered to destination securely packed as may be necessary.

b) The Equipment's shall have to be delivered and installed at the sites where the same are to be installed to the satisfaction of concerned Authority.

c) 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 sites 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.

**8. Standards:** The goods supplied under the contract shall conform to the standards mentioned in the Technical Specifications.

**9. Patent Rights:** The successful bidder 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. Performance Security:**

a) Within 10 days of award of contract, the successful bidder shall furnish a Performance Security in the form of a Bank Guarantee for an amount equivalent to **10% of the contract (Rs. 2,48,000/- (Rupees Two Lakh Forty Eight Thousand))** issued by a commercial Bank from its branch in Cuttack, in the prescribed format (Annexure-VII) given in this tender. Performance Security shall remain valid for a period of **sixty days beyond the date of completion of all contractual obligations of the successful bidder including warranty obligations.**

b) The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the successful bidder's failure to complete its obligations under the contract.

c) The Performance Bond will be discharged after completion of all obligations including any warranty obligations under the contract.

d) **Bid Security shall be refunded to the successful bidder on receipt of performance security.**

#### **11. Inspection and Tests:**

a) The District & Sessions Judge, Cuttack or its representatives shall have the right to inspect and test the goods for their conformity to the specifications. The District & Sessions Judge, Cuttack 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 conform to the specifications, the Inspector may reject them and the successful bidder shall either replace the rejected goods or make alteration necessary to meet the specifications requirements free of cost to the Purchaser.

## 12. Warranty:

a) The successful bidder 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 successful bidder shall be responsible for any defects that may develop under the conditions provided by the bidder 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. 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 successful bidder 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 District & Sessions Judge, Cuttack may proceed to get the work done at the successful bidder's risk and expenses, but without prejudice to any other rights which the Purchaser may have against the successful bidder in respect of such defects.

c) Replacement under warranty clause shall be made by the successful bidder free of all charges at site including freight, insurance and other incidental charges.

d. The equipments 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 from the date of supply of CCTV Camera and this aspect would certainly be taken into consideration.

## 13. Payment:

a) The payment will be made through NEFT 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 document shall be duly acknowledged by the District & Sessions Judge, Cuttack.

#### 14. Tender Fee and Earnest Money Deposit (EMD) and Forfeiture:

##### **Tender Fee:**

a. 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 “**Registrar, Civil Courts, Cuttack**” payable at **Cuttack**.

b. **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 EMD (Rs. 12500/- Rupees Twelve Thousand Five Hundred Only). 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, the bidder shall have to furnish Earnest Money Deposit (EMD) of Rs. 50,000/- in shape of **Demand Draft/Bankers Cheque** drawn in favour of “**Registrar, Civil Courts, Cuttack**” payable at **Cuttack**, failing which their bids will not be considered valid.

c) The 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.

d) **EMD of successful bidder will be refunded on receipt of performance security.**

**Forfeiture of EMD:** EMD of a tenderer will be forfeited, if the tenderer withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of the tender. **Further, if the successful tenderer fails to furnish the required performance security within the specified period, its EMD will be forfeited.**

**15. Service Facility:** In order to ensure proper and timely after sales service, contact details with addresses of service center nearest to Cuttack shall be provided along with the bid.

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

**17. 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 not 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 successful bidder fails to supply the goods/services against the order, the same shall be procured from other bidders/firms/agencies at the cost and risk of the successful bidder 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 successful bidder.

**18. Applicable Laws:**

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 Cuttack and to all Courts at Cuttack having jurisdiction in appeal there from. Any dispute in relation to the contract shall be submitted to the appropriate Court of the Republic of India for determination. 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.

**19. Packing:**

- a) The contractor shall provide packing of the goods, as required to prevent their damages or deterioration during the transit to their final destination as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit.
- b) The equipment shall be securely boxed, crated and protected from mechanical damage, moisture etc. suitable for both storage and transit according to the nature of the material and mode of transport.

**20. 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, the Purchaser shall give the successful bidder a notice setting forth details of such defects or failures and the successful bidder 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 successful bidder free of cost. If the bidder 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 successful bidder. The cost of any such replacement made by the Purchaser shall be deducted from the amount payable to the successful bidder 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 successful bidder for such loss or defective equipment and the successful bidder 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.

**21. 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 nonperformance 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 & Sessions Judge, Cuttack, 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 successful bidder 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 successful bidder at the time of such termination, or such portion thereof as the Purchaser may deem fit except such material, as the successful bidder may, with the concurrence of the Purchaser, elect to retain.

## 26. 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 successful bidder, terminate this contract in whole or in part.

- If the successful bidder 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 successful bidder fails to perform any other obligation(s) under the contract.
- If the successful bidder, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- If the successful bidder, 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 10 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 successful bidder shall be liable to the Purchaser for any excess cost for such similar goods. However, the successful bidder shall continue the performance of the contract to the extent not terminated.

## 27. 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 & Sessions Judge, Cuttack 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 successful bidder shall reimburse to the District & Sessions Judge, Cuttack, the actual expenditure incurred, on such goods, within 15 (fifteen) days of its demand.

c) The successful bidder shall be responsible for arranging the rejected goods to be removed at his/her cost from site premises. The contractor shall also compensate for losses, if any, sustained by the District & Sessions Judge, Cuttack due to defective packing and/or wrong marking of the goods.

## **28. Termination for Insolvency:**

a) 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.

## **29. Add On/Repeat Order:**

a) The District & Sessions Judge, Cuttack 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 29 as given above.

Date:

Name, Signature and Seal of Bidder

**Annexure-I****TECHNICAL BID**

Technical Specifications for supply, installation, testing, commissioning of CCTV Surveillance System along with LAN Connection and other accessories required for working of the system and storage of data.

<b>Sl No</b>	<b>Item &amp; Specification</b>	<b>Description</b>	<b>Compliance (YES/NO)</b>	<b>If no, specify requirement</b>
1.	Total Camera	125 (Approximate)		
	Camera Type	2 MP HD IP Camera		
	Image Sensor	Progressive Scan CMOS		
	Lens	2.8 mm or above		
	Day/Night Function	Yes		
	Motion Detection	Yes		
	Camera Resolution	2MP (1920X1080)		
	IR Range	Up to 30 meters coverage		
	ICR	IR-cut filter with auto switch (ICR)		
	Vandal-Proof	Yes		
2.	Network Video Recorder (NVR) or equivalent	08 Channels NVR or equivalent		
		16 Channels NVR or equivalent		
	Hard Disk- SATA	Minimum 02 SATA ports up to 12 TB		
	Support	Third-party Network Cameras		
	Connectivity	Support ID, Mobile Phone, Remote Monitoring		
	Data Storage	Minimum 01 months		
3.	PoE Switches	08 port PoE Switch		
		16 port PoE Switch		
4.	Cable for CCTV, Casing, Capping/Conduit/Flexible	Bidder should examine the site to understand the requirement and working of Institute and quota accordingly		
5.	LED Full HD TV	32" LG or equivalent		
6.	Warranty	3 years		
7.	Software	1. System should be provided with suitable software for monitoring, archiving, replay for data. 2. 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 Accessoires/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.

<b>Sl. No</b>	<b>Description/Tender Requirement</b>	<b>Vendor's Reply</b>
<b>Vendor Compliance to Technical Conditions</b>		
1.	<b>Confirm that</b> the offer has been submitted strictly as per the tender requirements.	
2.	<b>Confirm that</b> all pages of "Technical Specifications" have been submitted with the technical bid as a token of acceptance	
3.	<b>Confirm that</b> all the documents related to "Technical Criteria for acceptance of offer" have been submitted with the technical bid	
4.	<b>Confirm that</b> there is no technical deviation and specification of offered product is same as per tender specification	
<b>Vendor Compliance to Commercial Conditions</b>		
1.	<b>Confirm that</b> you are a OEM <b>OR</b> Authorized dealer of CCTV Cameras. In case of authorized dealer of CCTV Camera submit authorization letter along with your bid	
2.	<b>Confirm that</b> the quoted prices are in Indian Rupees	
3.	<b>Confirm that</b> the Prices shall be FIRM and FIXED till complete execution of order and shall not be subject to variation on any account	

4.	<b>Confirm unconditionally</b> acceptance that any bidder making a false claim would have its contract terminated forthwith, if detected later.	
5.	<b>Confirm unconditionally</b> that your quotation is valid for acceptance up to 1 year from the closing date of this enquiry	
6.	<b>Please note</b> 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.	
7.	<b>Please confirm</b> that your firm have not been banned or delisted by any Government or Quasi Government agencies or PSUs. This does not necessarily by the cause for disqualification. <b>However if this declaration is not furnished the bid may be rejected as non-responsive.</b>	
8.	<b>Confirm that</b> you shall supply the requisite operation/maintenance manual with the equipment.	
9.	<b>Please also confirm that</b> spare parts shall be made available as and when required for a minimum period of 5 years from the date of successful completion of warranty period	
10.	<b>Confirm unconditional acceptance</b> 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	
11.	<b>Confirm</b> whether your firm is registered with any of the following in order to avail 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 <b>If Yes, then please mention with whom your firm is registered with as MSE and the proof for the same may be attached.</b>	

**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.**

<b>Sl No</b>	<b>Item Description</b>	<b>Brand</b>	<b>Unit Cost</b>	<b>Qty.</b>	<b>Tax Rate and Amount</b>	<b>Total</b>
1.	2MP HD IP Camera					
2.	08 Channel NVR or equivalent					
	16 Channels NVR or equivalent					
3.	Hard Disk 4TB					
	Hard Disk 8TB					
4.	08 port PoE Switch					
	16 port PoE Switch					
5.	LED Full HD 32" TV LG or equivalent					
6.	Cable for CCTV, Casing, Capping, Conduit, Flexible					
7.	Installation, testing, commissioning					

The above total amount mentioned is inclusive of all taxes and other charges.

Date

Name, Signature and Seal of the Bidder

**Annexure-IV****On the Letterhead of the Vendor/Contractor/Supplier Details**

To

The District & Sessions Judge, Cuttack  
Near Orissa High Court, PO: Chandinichowk  
PS: Lalbag, Dist: Cuttack-753002

Dear Sir,

We hereby give our consent to accept the related payment of our claims/bills on the District & Sessions Judge, Cuttack through Cheques or Internet based online e-Payment System at the sole discretion of the District & Sessions Judge, Cuttack. Our Bank Account details for the said purpose are as under:

<b>A. Vendor Details:</b>	
1. Name (As per the Bank Records)	
2. Address.	
3. PAN No	
4. GST No.	
5. E-mail ID	
6. Mobile Number	
<b>B. Particulars of Bank Account:</b>	
1. Bank Name	
2. Branch Name/ Branch Code	
3. Branch Address	
4. Account Number	
5. Account Type (Saving/Cash Credit/ Current)	
6. MICR No of the Branch	
7. IFSC Code of the Branch	

I/We hereby declare that 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/We would not hold the user Institution responsible.

Date:

Signature and Seal of Firm

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**

**Annexure-V****(Undertaking from Bidders)**

To

The District & Sessions Judge, Cuttack  
Near Orissa High Court, PO: Chandinichowk  
PS: Lalbag, Dist: Cuttack-753002

Sir

Nature of Goods/ Equipment	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 and General Terms and Conditions of the tender
4. Technical Specifications of items (Annexure-I) for which tender is issued.
5. Financial Bid (Annexure-III)

I/We.....do 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 & Sessions Judge, Cuttack, 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 & Sessions Judge, Cuttack 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 & Sessions Judge, Cuttack 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/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

**Annexure-VI****TENDER COST & EARNEST MONEY DEPOSIT PAYMENT PARTICULARS**

Number of Demand Drafts Enclosed:

Demand Draft Particulars:

<b>Sl. No</b>	<b>Demand Draft/Bankers Cheque No</b>	<b>Date of Issue</b>	<b>Name of the Bank/Branch and place</b>	<b>Amount</b>

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. & Mobile No:

Email Address:

Website (if any):

Date:

**Annexure-VII**

**Bank Guarantee Format for Performance Security**

To

**The Governor of Odisha**

WHEREAS .....(name and address of the supplier)(herein after 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 the first written demand declaring the supplier to be in default under the contract and without caivl or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show ground 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 guarantee amount depending on the filling of claim and any part thereof under this Bank Guarantee only and only if you serve upon 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 the last three years (must be supported with work orders)

<b>Name of the organization</b>	<b>Name of the Contact Person</b>	<b>Contact No</b>

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

<b>Name of the organization</b>	<b>Name of the Contact Person</b>	<b>Contact No</b>

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.....(place) 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.....(place) 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 ..... 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 two 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 intension to discharge the obligations 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 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 suppliers and installation as the case may be in agreed installments on bills submitted (as indicated in the Payment Schedule) provided the Governor may withhold payment of ..... percent 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 filled.

8. That the supplier shall deposit Rs. ....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 Cuttack.

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

#### **SCHEDULE OF GOODS**

Name of the Goods	Specification with number and make etc	Price agreed

**SCHEDULE OF PAYMENTS**

<b>Mode of Payment</b>	<b>% of Price</b>	<b>Conditions precedent for payment</b>	<b>Remarks</b>
Advance Payment			
Payment against 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