

**OFFICE OF THE DISTRICT JUDGE,  
ANGUL, ODISHA**

At/P.O./Dist. – Angul- 759122

**BID FOR**

Supply, installation, testing, commissioning of Close Circuit Television (CCTV) Security surveillance cameras along with storage LAN connection and other accessories required for working CCTV surveillance system in the Court Complexes at **Talcher, Pallalahara & Athmallik** in the Judgeship of Angul.

Website: <https://districts.ecourts.gov.in/angul> <https://angul.nic.in/>

Bid Identification No.01/2018-19

Dated 26.12.2018

Name of the bidder

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**Cost of Tender Document - Rs.1000/-**

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**OFFICE OF THE DISTRICT JUDGE, ANGUL**  
**Phone: (06764) 232230**

**INVITATIONS FOR BIDS (IFB)**

**Bid Identification No. 01 /2017-18**

**Dated: 26.12.2018**

1. The District Judge, Angul invites composite bid to the extent of the value of the work mentioned under Col.3 below in double cover system (Technical & Financial Bid) from OEM / Authorised Dealer for the work as mentioned below.
2. The bidders are to submit separate bid for each of the following works for which they are eligible.

Name of work : Supply, Installation, Testing and commissioning of C.C.T.V. Camera (Without audio recording) at various Court complexes as mentioned below in the Judgeship of Angul.

No. of works : 01 (One) / 03 Court Complexes

| SL No | Court complex              | EMD   | Cost of Tender                            | Period of completion                        |
|-------|----------------------------|---|---|---|
| 1     | 2                          | 4   | 5   | 6   |
| 01    | Court Complex, Talcher     | Rs. 60,000/-<br>( Rupees Sixty Thousand Only) | Rs. 1000/-<br>( Rupees One Thousand Only) | Within 15 Days from issuance of work order. |
| 02    | Court Complex, Palallahara |   |   |   |
| 03    | Court Complex, Atthamallik |   |   |   |

3. Bid documents consisting of plans, specifications, the schedule of quantities and the set of terms and conditions of contract and other necessary documents will be available and can be downloaded from the website: <https://districts.ecourts.gov.in/angul>, <https://angul.nic.in/> from 10.30 A.M of 26.12.2018 to 3.00 P.M. of 02.01.2019. The BID document while being submitted must be accompanied by the cost of tender paper as specified in Col.No.5 of above table in shape of demand draft drawn on any Nationalized Bank/ Scheduled Bank in favour of the Registrar, Civil Courts, Angul payable at SBI, Main Branch, Angul along with the EMD amount/ Bid security.
4. Bids must be accompanied by Earnest Money Deposit/Bid Security of the amount specified for the work in the table in Col.4 of the above table, in shape of NSC/Fixed Deposit from any Nationalized/Scheduled Bank/Post Office Time Deposit (for tenure of 6 month) pledged in favour of Registrar, Civil Courts, Angul.
5. The interested bidders must submit their offers in sealed cover addressed to the District

Judge, Angul - either by Registered Post/Speed Post/Courier /Dropping in tender box kept in the District Court Campus, Angul in person up to 03:00 P.M. of 02.01.2019. The tender document received after due date and time shall be summarily rejected.

6. The sale and receipt of the Bid would be started from 10:30 A.M. of 26.12.2018 to 03:00 P.M. of 02.01.2019.
7. Bids received shall be opened at 04.00 P.M. of 02.01.2019 in the office of the District Judge, Angul in the presence of the bidders or their authorised representatives. In case the evaluation process is not completed on 02.01.2019, the process of evaluation shall be continued on subsequent dates, which shall be intimated to the Bidder or his / her authorised representative, who would be present on 02.01.2019.
8. Other details can be seen in the bidding documents.
9. The Addendum / Corrigendum, if any, will be hosted in the website only.
10. The authority reserves the right to cancel any or all bids without assigning any reason.

Sd/-  
(A. K. Das)  
District Judge,  
Angul

### INSTRUCTION TO BIDDERS

1. The interested bidders are advised to visit the court building or campus before submission of bid, to identify the locations for installation of CCTV and study the tender documents carefully.
2. The aforesaid tender should be dropped into the Tender Box kept in the District Court Campus, Angul or the same will be received through registered Post/Speed Post up to **03:00 P.M. of 02.01.2019**. The bids sent through Fax/E-mail shall not be acceptable. The bids will not be accepted beyond the schedule date and time.
3. The authorized representative (only one person per bidder) will be permitted to remain present at the venue of opening of bids.
4. The installed items should be new and free of defects, and cover warranty period of minimum one year.
5. All bids submitted can be rejected by the competent authority without assigning any reason thereof. No claim, whatsoever, shall be admissible for the alleged loss/damage suffered by the bidder on account of such rejection.
6. The District Judge, Angul may modify the tender document by issuing a corrigendum/addendum before due date of opening of tender.
7. The tender papers are required to be submitted in two bids systems i.e. **Cover-I “Technical Bid”** and **Cover-II “Financial Bid”** and both the bids should be put into a **sealed cover superscribed as, “Bid for Supply, Installation Testing and Commissioning of CCTV camera (without audio recording)” in the Court Complexes at Talcher, Pallahara & Athmallik, in the Judgeship of Angul.**  
*If the technical offer contains any price information the offer will be summarily rejected.*
8. The Tender Call Notice along with the clause mentioned herein shall form a part of the contract and agreement.
9. Bids received shall be opened at **4:00P.M. of 02.01.2019** in the office of the District Judge, Angul, in the presence of the bidders or their authorised representatives. The technical bid will be opened at the 1<sup>st</sup> instance and the bidders qualifying the technical bid will be eligible

for having their financial bid open. In case the evaluation process of technical bid is not completed on 02.01.2019, the evaluation process shall continue on a subsequent date which shall be intimated to the bidder or to his/her authorized representative, who is present on 02.01.2019.

10. **Signing of the agreement:** The bidders who are declared successful should remain in readiness to execute the work agreement on the same date on which they are declared successful, if asked for.
11. **Completion of the work:** The bidders are expected to complete their work within the time frame provided in the Invitation for Bids Notice and the period of commencement for the purpose of calculation of time frame provided for completion of each of the work will be calculated from the date of execution of the agreement.
12. The work awarded has to be completed in every respect within the stipulated period of completion as mentioned in the Notice for Identification of Bids, which also forms part of this DTCN, from the date of commencement of the work. There shall be no extension of contract period.
13. The price shall be firm and shall include all applicable taxes, duties and charges. Any variation in the duties, levies etc. during the period of assignment/job shall be charged to the bidder account. The rate quoted shall be inclusive with the delivery up to the destination of job.
14. **Custody of the materials:** The contractor/successful bidder shall be responsible for safe custody of the materials at site and the department will not be responsible for any loss or damage of the property at site.
15. This DTCN forms part of the agreement and each page of the DTCN is to be signed by the bidder as a token of acceptance of the terms and condition of the DTCN as enclosed with the bid schedule.
16. Notice inviting bids shall form integral part of the bid document and required to be signed by the successful bidder as a token of acceptance of terms and conditions specified there in.
17. **Incomplete tenders:** Tenders received in incomplete shape are liable for rejection.
18. **Engagement of Labourers and age limits etc.** The Contractor/ Manufacturer shall not

employ for the purpose of this contract any person who is below the age of eighteen years and shall pay to each labourer for the work done by such labour, wages not less than the wages as prescribed by Government of Odisha.

19. **Indemnification under Workman Compensation Act & Rules:** The District Judge, Angul shall not be held liable to pay any compensation to any workman under Workman Compensation Act, 1923. The Contractor/ Manufacturer shall have to pay the entire compensation if decided in any Court of law for any injury/loss to any workman caused during the execution of work.
20. **No escalation of rate:** - The amount quoted price shall remain firm and fixed until completion of the project.
21. That for the purpose of jurisdiction in the event of any dispute arising out of the present contract shall be exclusively at the courts in Angul.
22. The Authority reserves the right to reject any or all the tenders without assigning any reason thereof.
23. The erectors of CCTV including testing and commissioning should have sufficient experience.
24. **Payment:** No advance payment will be made by the Authority inviting tender. However Part / full Payment shall be made by the District Judge, Angul after completion of supply, erection testing and commissioning after due joint inspection as would be made by two or more officers nominated for this purpose by the District Judge, Angul.
25. The authority reserves the right to reject any or all bids without assigning any reason thereof.

## General Conditions of Contract

### A. GENERAL

#### **I. NOTICE INVITING BID AND OBTAINING BID DOCUMENTS:**

- i. The District Judge, Angul is competent to invite tender.
  
- ii. The contractor shall be deemed to have satisfied himself as to the correctness and sufficiency of the Tender and of the rates and prices quoted in the Bill of Quantities, all of which shall, except in so far as it is otherwise provided in the Contract, cover all his obligations under the Contract (including those in respect of the supply of goods, materials, plant & services or of contingencies for which there is a Provisional Sum) and all matters and things necessary for the proper execution and completion of the work and the remedying of any defects therein.
  
- iii. The successful bidder shall complete the works by the intended completion date specified in the Contract data.
  
- iv. Throughout these bidding documents, the terms “bid and tender” EMD and Bid Security and their derivatives (bidder / renderer, bidding / tendering, etc.) are synonymous.
  
- v. Intending bidder is required to produce documents viz. the copy of OEM / Authorized Dealer Certificate, GSTIN etc, at the time of submission of tender documents. Furnishing copy of such documents is mandatory along with the tender documents otherwise his/her bid shall be declared as non-responsive and thus liable for rejection. The Bidder is required to attend the officer inviting the bid for verification of original documents during opening the bid.

**VI. PARTICIPATING IN THE BID:** The tender papers are required to be submitted in **two bid systems** i.e. **Cover one “Technical Bid” & Cover two “Financial Bid”** and both the bids should be put into a sealed cover super scribing the name of work. **(If the technical offer contains any price information the offer will be summarily rejected).**

#### **2. ELIGIBILITY CRITERIA FOR BIDDERS:**

- I. The bidder should be an OEM / Authorized Dealer of CCTV of the company mentioned in the schedule of quantities.
  
- II. The bidder must have a minimum consolidated turnover of Rs.1.00 Crore each in the last Three Financial years i.e. 2014-15, 2015-16 & 2016-17 (Audited balance sheets to be enclosed).
  
- III. The bidder should have executed of similar work having minimum 50 Nos. of IP Surveillance Cameras projects under Govt. Of Odisha / PSUs / Central Govt. / reputed Private



organisation with individual contract value not less than the tender value. Proof of the same like installation report/satisfactory work completion certificate should be submitted along with the bid documents.

IV. The bidder must not have been black listed by any Central or State Govt. Institution. The bidder must furnish an affidavit duly sworn in before the Notary Public in this regard along with the bid documents.

V. The bidder must have valid service tax registration certificate, PAN card GST certificate and in case of a company, it must have a valid certificate of incorporation.

VI. If the bidder is other than the OEM, he must submit the tender specific authorization certificate obtained from the OEM of the CCTV surveillance system.

VII. Bidder is required to engage active component (switching) OEM certified engineer in order to fulfil the criteria of Bid.

### **3. TERMINATION FOR DEFAULT:**

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

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

### **4. ONE BID PER BIDDER:**

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

### **5. COST OF BIDDING:**

- i. The bidder shall bear all costs associated with the preparation and submission of his bid, and the tender inviting authority will in no case be responsible and liable for those costs.
- ii. All the rates and prices in the bid shall cover all taxes, viz. Central & State GST and any other charges including all cost of labour, material, delivery, transportation, etc.
- iii. The rate of royalties and taxes prevailing on the date of measurement shall be considered while making deductions in the bills.

iv. The successful bidder shall make his own arrangement for all materials unless otherwise specified in the conditions of contract.

v. The tenderers should quote the rates and amount tendered by him both in figures as well as in words. In case of conflict between words and figures, the lower amount shall only be considered as correct.

#### **6. SITE VISIT:**

Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. A Bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The Bidder shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a bid by a bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which tools and plant, etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of work. The bidder has to submit necessary undertaking as provided under Annexure-III of the present bid document.

#### **7. LANGUAGE OF THE BID:**

i. All documents relating to the Bid shall be in the English language. Bids submitted in any other Language shall be summarily rejected.

ii. All duties, taxes, including GST and other levies payable by the contractor under the contract, or for any other cause shall be included in the rates, prices submitted by the bidder. GST, in respect of this contract shall be payable by the Contractor and the tender inviting authority will not entertain any claim whatsoever in respect of the same.

#### **8. COST OF BID DOCUMENTS**

a) The bid document downloaded from the website, while being submitted must be accompanied by the cost of tender paper as specified in Col.No.5 of the table given in the Notice for Invitation of Bids in shape of demand draft drawn on any Nationalized Bank/ Scheduled Bank in favour of the **Registrar, Civil Courts, Angul** payable at SBI, Main Branch, Angul.

b) The details of the bank draft submitted for purchase of tender paper/submitted along with bid document in cases where bid document has been downloaded has to be stated in detail as provided under Annexure-IV of the present bid document.

**9. EMD/BID SECURITY:**

- i. Bids must be accompanied by Earnest Money deposit/Bid Security of the amount specified for the work in Col.4 of the table given in the Notice for Invitation of Bids, in shape of NSC/Fixed Deposit from any Nationalized/ Scheduled Bank/ Post Office Time Deposit (Tenure of 6 month) pledged in favour of Registrar, Civil Courts, ANGUL
- ii. The Bid shall be declared non-responsive and shall be rejected if submitted without an acceptable EMD / Bid Security.
- iii. Combined bid security for more than one work is not acceptable.
- iv. The bid Security of unsuccessful bidders will be returned within 15 days from the date of Finalization of the tender.
- v. The EMD / Bid Security of the successful bidder will be converted to performance security deposit.

**10. THE BID SECURITY MAY BE FORFEITED**

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

**11. VALIDITY OF THE TENDER**

- i. The tender shall remain valid for a period of 60 days from the date of opening of the tender.
- ii. The tendered/bidder shall sign at the bottom of each page of the tender documents.

**12. DETAILS THAT MUST ACCOMPANY THE BID DOCUMENT**

**i. Cover-I must contain the following documents, failing which the bid will be summarily rejected.**

- (a) Cost of the tender paper where the bid document has been downloaded from the website is required to give the details of the bank draft in the prescribed format under Annexure-IV.
- (b) EMD in the manner specified in Clause 9 and for the amount specified in the Notice for Invitation of Bids.
- (c) Where the bidder is otherwise than an OEM, in such case with specific authorization certificate issued by OEM in favour of such bidder for participating in the tender process.
- (d) GST certificate
- (e) PAN Card
- (f) Proof of the same like installation report/satisfactory work completion certificate issued by competent authority.
- (g) Audited Balance sheet for the last three year duly certified by the Chartered Accountant.

ii. Apart from the above, Cover-I shall also contain the following details

| Sl. No | Description   | To be filled in by party |
|--------|---|--------------------------|
| 1      | Name of the vendor : Dealer/Manufacturer  |                          |
| 2      | Address with Phone No./FAX/E-mail   |                          |
| 3      | Contact person(s) Phone No./Mobile No. and E-mail   |                          |
| 4      | Name of the brand & Model to be supplied  |                          |
| 5      | Literature and catalogue in support of items quoted must be enclosed.   |                          |
| 6      | If the bidder is other than the OEM then the tender specific authorization certificate obtained from the OEM of the CC TV surveillance system   |                          |
| 7      | Warranty period from the date of installation   |                          |
| 8      | Status of the Firm<br>(company/Firm/Proprietary)<br>enclose the supporting document   |                          |
| 9      | Proof of execution of similar work having minimum 50 Nos. of IP Surveillance Cameras projects under Govt. Of Odisha / PSUs / Central Govt. / reputed Private organisation with individual contract value not less than the tender value along with performance certificate. |                          |
| 10     | Audited balance sheets of minimum turnover of Rs.1.00 Crore each in the last Three Financial years i.e. 2015-16 ,2016-17 & 2017-18 (to be enclosed)   |                          |
| 11     | Notarized affidavit giving an undertaking that the bidder is not black listed by any Central or State Govt. Institution.  |                          |
| 12     | Proof of certificate of active component (switching) OEM certified engineer in order to fulfil the criteria of Bid.   |                          |

- i. **Cover-II shall contain the financial bid only. The bidders are required to submit their financial bid in the prescribed format as provided under Annexure-V of the Tender document.**
- ii. **There shall be a Committee, the members of which shall be nominated by the District Judge, Angul to evaluate the technical and financial Bids of the Bidders.**
- iii. **The decision of the District Judge, Angul on any disputes arising out of the bidding process or during the execution of the work shall be final and binding.**

## **12. PAYMENT TERMS**

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

- a) The work order value will be paid in full to the contractor/successful bidder after successful completion of the job.
  - b) The bidder is required to provide necessary support for maintenance of the CCTV cameras installed by him in various courts/court for the period for which the warranty of the products installed extends which is not less than two years.
  - c) The bidder has to submit the details as stated under Annexure-II of the bid document for online/cheque payments. The details must be provided in the prescribed format as provided under Annexure-II and must accompany the bid document failing which the payment shall not be made.
13. The sealed tender should be dropped in the tender box kept in the District Court, Angul.

## **14. OPENING AND EVALUATION**

- i. Bid opening dates have been specified in the Notice for Invitation of Bids or can be extended vide corrigendum.
- ii. The Technical evaluation of all the bids will be taken up as per the information furnished by the Bidders. But evaluation of the bid does not exonerate the bidders from checking their original documents and if at a later date the bidder is found to have misled the evaluation through wrong information, appropriate actions as per the agreement including penal action shall be taken against the bidder/contractor.
- iii. After technical evaluation of the bidders and selection of the qualified bidders, the financial bids of the technically qualified bidders shall be opened on the same date when the evaluation of the technical bids of all the bidders gets completed.

## **15. PROCESS TO BE CONFIDENTIAL:**

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

processing of bids or award decisions may result in the rejection of his bid.

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

i. During the detailed evaluation of "Technical Bids", the officer inviting the bid will determine whether each bid has complied the details called for under clause No.11.

ii. During the detailed evaluation of the "Financial Bid", the responsiveness of the bids will be further determined with respect to the remaining bid conditions, i.e., priced bill of quantities, technical specifications.

iii. A substantially responsive "Financial Bids" is one, which conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation.

A material deviation or reservation is one

a) Which affects in any substantial way the scope, quality, or performance of the works.

b) Which limits in any substantial way, inconsistent with the bidding documents, the right of the officer inviting the bid or the bidder's obligations under the contract or

c) Whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

iv. If a "Financial Bid" is not substantially responsive, it will be rejected by the officer inviting the bid, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

#### **AWARD OF CONTRACT**

##### **17. AWARD CRITERIA:**

i. The officer inviting the bid will award the contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest evaluated price.

ii. On acceptance of the tender, the Contractor shall name in writing his accredited representative(s) who would be responsible for taking instructions from the Engineer in-Charge.

iii. Competent Authority i.e . District Judge, Angul reserves the right of accepting the whole or any part of the bid and the bidder shall be bound to perform the same at the rate quoted.

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

a) The competent authority does not bind him to accept the lowest or any other tender and reserves to him the authority to reject any or all the tenders received without assigning any reason.

b) All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidder shall be summarily rejected.

##### **19. SCHEDULE OF QUANTITIES**

The schedule of quantities for which the bid has to be submitted has been provided separately under Annexure -1 annexed to this document.

##### **20. PENALTY**

If the contractor fails to complete the work within the schedule time penalty at the rate of 20% of the left over work will be imposed as penalty and will be deducted from the dues of the said contractor.

**21. FORCE MAJEURE:**

If any time, during the continuance of this contract, the performance in whole or in part by either party under obligation as per this contract is prevented or delayed by reasons of war or hostility, act of the public enemy, civil commotion, sabotage, fire, flood, explosion, epidemic, quarantine restrictions, strike, lockout or acts of nature, hereinafter referred to "eventuality", provided notice of happening of any such eventuality is given by either party to the other within 21 days of the date of occurrence thereof, neither party shall be reason of such an "eventuality" be entitled to terminate this contract nor shall either party have any claim or damages against the other in respect of such non- performance or delay in performance and deliveries under the contract. The contract shall be resumed as soon as practicable after such "eventuality" has come to an end or ceased to exist. In case of any dispute, the decision of the District Judge, Angul at Angul, 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, brought out components and other stores in the course of manufacturer which may be in the possessions of the Contractor at the time of such termination, or such portion thereof as the Purchaser may deem fit except such material as the Contractor may, with the concurrence of the Purchaser, elect to retain.

