

## **DETAILED TENDER CALL NOTICE**

### **1. GENERAL CONDITIONS**

- a. The Block Development Officer, Umerkote invites single cover item rate bids for execution of **"Supply, fitting and fixing of computers workstations"** from the Original equipments Manufacturers(OEM)/ Authorized Distributors/ Authorized Dealers on production of definite proof from appropriate authority.
- b. The Bid documents will be available in the website: **www.nabarangpur.nic.in** from **10:00 Hours of December 2023 to 16:00 Hours of 01<sup>st</sup> January 2024** for downloading.
- c. No tender paper will be sold by this office or any other offices. Interested bidders will download the bid documents from the website **www.nabarangpur.nic.in**
- d. The bids shall be received only at B.D.O, Umerkote through Regd. Post/Speed post only.
- e. Bid shall only be received through Registered /Speed post only on or before 16:00 hours of 07.08.2023. The authority will not be responsible for any postal delay. The bids received during the said period will only be considered.
- f. The bidder must quote their price in INR only as the payment will be made in Indian Currency only. The rates quoted should be excluding GST as applicable.
- g. Tax deduction at source (TDS) shall be done as per the provision of I T Act/Rules.
- h. The tender cost and EMD amount should be submitted separately in shape of two separate Demand Drafts only.
- e. No bids shall be considered valid if not accompanied with Tender cost(Non-refundable) & EMD only in the shape of Demand Draft in favour of B.D.O, Umerkote payable at SBI, Umerkote.
- f. The bids received within the stipulated time through Registered /Speed post only shall be opened at **11:00 hours on 02<sup>nd</sup> January 2024** in the Conference Hall of Panchayat Samiti, Umerkote in presence of bidders/ their authorized representatives, who wish to attend.
- g. The authority reserves the right to reject any or all bids without assigning any reason thereof.
- h. In case the amount quoted in the bids by two or more bidders are equal, transparent lottery system will be used to decide the successful bidders. Amount quoted will be considered up to an accuracy of two decimal points in all cases.
- i. Subsequent corrigendum /Addendum if required shall only be available in web site indicated above.
- j. In case of any clarification, responsibility lies with the bidder to collect the same from the Office of the undersigned before last date of submission of tender documents. The B.D.O Umerkote shall have no responsibility for any delay.

**2. ELIGIBILITY CRITERIA**

The bidder shall be an Original Equipment Manufacturer (O.E.M)/ authorized distributor/ dealer dealing with dual desks.

The bidder must possess a valid Registration certificate of O.E.M or authorized distributor/ dealer certificate from the O.E.M.

The bidders who have been blacklisted by any State Govt. or Central Govt. organization cannot participate in the tender process during the blacklisting period. A declaration to this effect as per Annexure-I is to be submitted by the bidder.

The successful bidder shall supply, install, configure and support all components of the proposed item (Hardware & firmware, etc.) and shall ensure smooth functioning of all quoted items.

The selected bidder shall be responsible to provide on-site warranty and maintenance support for the supplied item for a period of 3 years.

The warranty & maintenance support start from the date of successfully commissioning of all supplied items or from the Final Acceptance Test (FAT), whichever is later.

The selected bidder after installation and before payment of the bill shall provide training to at least two numbers of teachers with basic operational knowledge of the computers.

At the time of equipment delivery, the selected bidder shall submit a certificate mentioning that the equipment supplied is covered under onsite warranty & support for a period of 3 years.

Successful bidder should replace the materials within one week, at his own cost if found defective or unsuitable.

Sealed covers containing the bid in the prescribed form should be submitted in a single sealed cover, which should be super scribed as **“Tender for the Supply, fitting and fixing of computers workstations”**.

No conditional bids shall be entertained and the same will be out rightly rejected in first instance.

Bids should be type-written or computerized and every correction/ overwriting in the tender should invariably be attested with signature of the bidder before submission to the authorities concerned. No revision of price (upward/ downward) will be allowed once the tender is opened.

No bidder shall be allowed at any time on any ground whatsoever to claim revision or modification of rate quoted by him due to clerical or typographical error.

The price quoted by the bidder shall not in any case exceed the privileged market price, The approved rate will remain valid for 90days from the date of approval of the rate and it can be extended further by mutual consent.

All the documents submitted must be in English/ Odia otherwise its attested English version must be attached in the tender document.

The Authority reserves the right to reject all bids/ terminate the tender process without assigning any reason thereof.

### **3. DOCUMENTS TO BE SUBMITTED**

The following certificates should be submitted by the bidder. All the submitted documents are to be self attested.

- a. Tender cost in the shape of Demand Draft drawn in favour of B.D.O, Umerkote payable at SBI, Umerkote.
- b. Earnest Money Deposit in the shape of Demand Draft drawn in favour of B.D.O, Umerkote payable at SBI, Umerkote.
- c. Bid price Schedule in prescribed format (Schedule-I)
- d. Affidavit with self declaration for non-blacklisting by any State Govt. or Central Govt. organization. (Annexure-I)
- e. Self attested copy of GST registration Certificate (3pages).
- f. Self attested copy of PAN Card.
- g. Self attested copy of valid registration/ dealership certificate.
- h. No Relation Certificate (Annexure-II)
- i. Bidder's profile (Annexure-III)
- j. Copy of brochure in support of Technical specification of equipment
- k. Check list (Annexure-IV)

The bidders should quote their price (both in figure and words) inclusive of excise duty, insurance, packing, forwarding and freight (i.e door delivery) but exclusive of GST only. The GST should be quoted separately.

The bids shall be opened in the Conference Hall of Panchayat Samiti, Umerkote in the presence of the bidders/ their authorized representatives, who may wish to be present on the spot at that time. The date and time of opening of the bids are mentioned in the NIT.

The bidder with lowest evaluated financial bid (L1) would be considered for award of the contract. In case, the lowest bidder (L1) is disqualified after selection for any reason then negotiations will be made with the second lowest bidder (L2) for award of the contract at (L1) price. However, the decision of the authority will be final during the finalization stage.

A copy of the tender documents should be signed with office seal duly affixed and submitted in the cover along with other documents required, Tender cost & EMD, etc. the paging must be done on all documents submitted.

**4. NON RESPONSIVE/ REJECTION CRITERIA**

The bid will be rejected if any of the following documents are not submitted with tender,

- a. Tender Cost
- b. Earnest Money Deposit(EMD)
- c. Affidavit
- d. No relation Certificate
- e. Self attested copy of GST registration certificate (3 pages)
- f. Financial bid/ quoted rate submitted without signature and seal of the bidder
- g. Any pre-condition mentioned in this document.

**5. EARNEST MONEY DEPOSIT**

The Earnest Money Deposit (EMD) will be **Rs.5,000/- (Rupees Five Thousand)** only in the shape of Demand Draft drawn in **favour of B.D.O, Umerkote payable at SBI, Umerkote.** EMD in any other shape will not be accepted.

The EMD will be forfeited by the authority if the bidder

- a. Withdraws the bids in any respect within the submission or validity of the bid or does not accept the approved rate.
- b. Fails to furnish the required performance security within the specified period.
- c. On submission of false or fabricated documents/ information in bid documents.

The EMD of the unsuccessful bidders only will be returned back without interest after finalization of the tender/ bid and EMD of the successful bidders will be returned only after deposit of the performance security/ security deposit according to terms & conditions stipulated in the bid document.

**6. SECURITY DEPOSIT (PERFORMANCE SECURITY)**

The selected bidder must deposit the security money amounting to **Rs. 15,000/- (Rupees Fifteen Thousand)** only in shape of Fixed Deposit in **favour of B.D.O, Umerkote payable at SBI, Umerkote**, within 7 days from the date of issue of Purchase Order/ Supply Order. In case the concerned bidder fails to deposit the security money no payment will be released to the bidder.

The security money will be returned without any interest after completion of the warranty/ guarantee period of the equipment.

**7. SUPPLY CONDITIONS**

The approved bidder will supply, install and commission the equipments as per the technical specifications given in Annexure-V within 7 (Seven) days from the issue of the Purchase Order/ Supply Order. Necessary arrangements will be made by supplier for proper installation of equipments to ensure the functionality of the equipment. No separate transportation and service charges to this effect will be paid by the consignee. In all cases the responsibility of the purchaser will start only after delivery and due verification of the equipment.

**8. ISSUE OF PURCHASE ORDER/ SUPPLY ORDER**

The purchase order/ supply order will be placed to the responsive lowest bidder.

**9. AGREEMENT**

The successful bidder shall execute an agreement (Annexure-VI) on a non-judicial stamp paper with the B.D.O, Umerkote within 3 (Three) days from the date of receipt of the Purchase Order/ Supply Order.

**10. TERMS OF PAYMENT**

No advance payments will be made to the supplier. The supplier has to submit the bill/ invoice in triplicate and a photocopy of the Purchase Order/ Supply Order at the time of supply for necessary stock entry.

Payments will only be released as soon as possible after keeping the security deposit if any from the supplier, if they have not deposited same before.

All payments will only be made online (Bank transfer).

**11. LEGAL**

The successful bidder will enter into an agreement with the B.D.O, Umerkote within 3 (Three) days from the date of approval of the tender as per requirement, terms and conditions.

In the event of any dispute arising in respect of the clauses of the agreement the same shall be resolved through negotiation. Alternatively the dispute shall be referred to the next higher authority or controlling officer for his decision and the same shall be binding on all parties.

In the event of any litigation arising out of the tender such matters would be subject to the jurisdiction of Hon'ble High Court, Orissa.

**AFFIDAVIT**

1. The undersigned do hereby certify that he/ his firm \_\_\_\_\_ is an Original Equipment Manufacturer (OEM)/ Authorized Distributor/ Authorized Dealer bearing Registration No. \_\_\_\_\_.
2. The undersigned do hereby declare that neither my/ our firm/ company/ individuals \_\_\_\_\_ nor any of its constituent partners have been derecognized/ blacklisted by any State Govt. or Central Govt. organizations for any reasons.
3. The undersigned do hereby declare that the undersigned possess a valid GST registration certificate with GST No. \_\_\_\_\_.
4. The undersigned also hereby certifies that neither my/ our firm/ company/ individuals \_\_\_\_\_ nor any of its constituent partners have abandoned any project work of similar nature in India nor any contract awarded to us for such works have been rescinded during the last five years prior to the date of this bid.
5. The undersigned do hereby authorize and request(s) any bank, person, firm or corporation to furnish pertinent information as deemed necessary and as requested by the department to verify this statement or regarding my/ our competency and general reputation.
6. The undersigned understands and agrees that further qualifying information may be requested and agree to furnish any such information at the request of the department.
7. The undersigned also understands that the Tender Inviting Authority can forfeit the EMD and or Security Deposit and blacklist the undersigned for a period of 2 (two) years if, any information furnished by the undersigned proved to be false at any time or not abiding the tender terms and conditions.
8. The undersigned do hereby certifies that all the statements made in the bid are true and correct to the best of his knowledge and belief.

**Name of the authorized Officer**  
**Title of the officer**  
**Name of the firm**

**Signature of the bidder**  
**Place:-**  
**Date:-**

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Signature of the Bidder

Signature of the B.D.O., Umerkote

**No Relation Certificate**

Certified that I am not related to any officers /Clerk/ any staff of Panchayat Samiti , Umerkote block. I am aware that, if any facts subsequently proved to be false my contract will be rescinded with forfeiture of EMD/SD.

I also note that non submission of this certificate will render my tender liable for cancellation.

**Name of the authorized Officer**  
**Title of the officer**  
**Name of the firm**

**Signature of the bidder**

**Place:-**

**Date:-**

**DETAILS OF BIDDER**

<b>Sl. No.</b>	<b>Items</b>	<b>Details</b>
1	Name of the bidder	
2	Address of the registered Office	
3	Address for communication	
4	Telephone No.	
5	Mobile	
6	Fax	
7	E-mail ID	
8	GST Number	
9	PAN	
10	Name of the authorized person, Mobile No. & address	
11	OEM Registration No./ Authorized Distributor No./ Authorized Dealership No./ Supply agency	

**Name of the authorized Officer**  
**Title of the officer**  
**Name of the firm**

**Signature of the bidder**

**Place:-**

**Date:-**

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Signature of the Bidder

Signature of the B.D.O., Umerkote



CHECK LIST

Please put in the respective Box  
DOCUMENTS: SUBMITTED OR NOT

SI No	Details	Provided or Not	If provided mention page No
1	Cost of Tender paper	Yes/No	
2	Deposit of EMD	Yes/No	
3	Affidavit with legal stamp paper (Annexure-I)	Yes/No	
4	Registration certificate/ Authorized dealership/ Original Equipment Manufacturer	Yes/No	
5	Self attested copy of valid GST Registration Certificate(3 pages )	Yes/No	
6	Self attested copy of PAN card	Yes/No	
7	No relation certificate (Annexure-II)	Yes/No	
8	Bidder's Information (Annexure-III)	Yes/No	
9	Bid Price Schedule (Schedule-I)	Yes/No	
10	Copy of brochure in support of Technical specification of equipment	Yes/No	

**Name of the authorized Officer**  
**Title of the officer**  
**Name of the firm**

**Signature of the bidder**

**Place:-**

**Date:-**

**Minimum Technical Specification**

<b>Sl. No.</b>	<b>Quantity</b>	<b>Description</b>	<b>Specification</b>
1	8 nos	5-Seater Work Station Size	12' L X 4' H X 2' D
2		Made of	MDF of 18mm Table top with 25mm post-form for smooth finish.
3		MDF top with keyboard tray & footrest edges	To be edge band with 2.0 mm 0.8mm PVC edge band with hot melt glue

**FORM OF AGREEMENT**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ 2023 BETWEEN M/s. \_\_\_\_\_ having registered office At \_\_\_\_\_ in the State of \_\_\_\_\_ (hereinafter called the 'Supplier' which expression shall, unless excluded in the subject of context, include the heirs, successors, legal representatives and permitted assigns) of the one part.

AND

THE B.D.O, UMERKOTE (hereinafter called the 'BDO' which expression shall, unless excluded in the subject of context, include the heirs, successors, legal representatives and permitted assigns) of the other part.

WHEREAS the BDO 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 at \_\_\_\_\_ (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 BDO 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 7 days 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 BDO 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 (three) years from the date of installation of the equipment and any damage, done to the goods in usual course of use or any deficiency, detected in them subsequent to such completion and installation and during the period of aforesaid shall be made good to render due service at the cost of the supplier within a period of 15 days 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 BDO failure to do so shall be deemed that the supplier has no intention to

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discharge the obligation and thereupon the amount of security, deposited separately or withhold from his bill, shall stand forfeited by the BDO.

5. The equipment shall be duly packed and insured by the supplier for transit and be dispatched at the risk of the supplier and the BDO shall not be responsible for any loss or damage during the transit or at any time prior to inspection and approval.
6. That, the 90% value of the equipment shall be paid to the supplier on delivery to the consignee and rest 10% will be paid after successful installation and commissioning of the said equipment.
7. That, any damage or deficiency if not removed during the stipulated period by the supplier may be removed by the BDO at his cost to be reimbursed by the supplier. Any amount payable to the BDO hereunder shall be recovered as public demand under Orissa Public Demand Recovery Act, 1963 and shall bear 6% interest per annum till certificate for recovery is filed.
8. That, the supplier shall have to deposit Rs. 15,000/- (Rupees Fifteen Thousand) only towards Security Money Deposit only in the shape of demand Draft in favour of B.D.O, Umerkote within 7 days from the issue of Purchase/ Supply Order. In case the concerned firm fails to deposit the security money no payment will be released to the supplier.
9. The security money will be returned without any interest after completion of the warranty/ guarantee period of the equipment.
10. That, in the event of any dispute arising in respect of the clauses of the agreement the same shall be resolved through negotiations. Alternatively the dispute shall be referred to the next higher authority or controlling officer for his decision and the same shall be binding on all parties.
11. That the "Authority" hereby further agrees to pay the contract price at the time and in the manner prescribed in the said Terms and Conditions.
12. That in the event of any dispute that may arise it shall be settled as per the terms and conditions of the contract.
13. That this agreement is valid for 03 years from the date of execution.

IN WITNESS WHEREOF the parties have caused their respective common seats to be here unto affixed or have unto set their respective hands and seals on the day and year first written above SCHEDULE OF GOODS as ANNEXURE-V attached herewith.

IN WITNESS WHEREOF the parties have caused their respective common seats to be here unto affixed or have unto set their respective hands and seals on the day and year first written above.