

Open Competitive Bid (OCB)

For

Procurement of Procurement of Extra Monitor +4 port HDMI Splitter for the use of District Judiciary.



JANUARY - 2025

Proprietary & Confidential

**High Court of Andhra Pradesh (APHC), Interim Judicial Complex,
Nelapadu, Amaravati, Guntur District, Pincode: 522237,
Andhra Pradesh India.**

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Procurement of Extra Monitors + 4 port HDMI for the use of District Judiciary

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Section A – Schedule of Requirements

Tender Call Notice under Open Competitive Bidding Procurement of Extra Monitor + 4 Port HDMI Splitter/Extension/Distribution Unit for the use of District Judiciary.

Time schedule of various tender related events:

Bid calling date	24.01.2025
Pre-bid clarifications date & time	27.01.2025, 11.00 AM
Pre-bid meeting date & time	28.01.2025, 11.00 AM
Bid closing date/time	31.01.2025, 03.00 PM
Bid opening date/time	31.01.2025, 04.00 PM
APHC Contact person	The Registrar (IT-cum-CPC) Mob: 7901625203, email: cpc-ap@ajj.gov.in
Bid Document Fee	Rs.1,000/- . To be paid through offline.
APHC Reference No.	ROC No.2423/2023-CPS- Extra Monitor + 4 port HDMI Splitter/Extension/Distribution Unit.

A.1. the solution, service or material required:

1. This tender call is issued on High Court of Andhra Pradesh Official website : <https://aphc.gov.in/>. All the terms and conditions are to be read jointly as mentioned in the High Court of Andhra Pradesh website and in this document.
2. Under e-Courts Phase-III, High Court of Andhra Pradesh, Amaravati, invites the bids from the interested bidders for the below items: -

#	Description	Qty (Nos.)
Schedule – I		
A.1	Extra Monitor + 4 Port HDMI Splitter/Extension/Distribution Unit	51

Note: The High Court has sole discretion to increase/decrease the quantity.

3. The detailed technical specifications of the items to be supplied are mentioned in **Section -D.**

A.2. Scope of incidental services:

This tender call is issued on High Court of Andhra Pradesh Official website <http://aphc.gov.in/>. All the terms and conditions are to be read jointly as mentioned in the document.

A.3. Maintenance:

Successful bidder has to supply & maintain the all Extra Monitor + 4 Port HDMI Splitter/Extension/Distribution Unit including loading of installation, testing, commissioning and maintenance of vital components Extra Monitor + 4 Port HDMI Splitter/Extension/Distribution Unit.

In case the supplied items are down and not working, same need to be repaired and restored for. Failing which penalty will be recovered from Performance Security as per Clause C.15.

A.4. Delivery Locations, Delivery and Installation period:

- a) Bidder shall deliver the goods/services, install and commission the same within **45 DAYS** from the date of issue of Notification of Award / Date of issue of Purchase/Work Order, whichever is earlier.
- b) The delivery locations are as per list enclosed as per the Annexure-IV.

A.5. Warranty:

Warranty period as specified in the BoM will start from 30 days from the date of delivery or from the date of installation of items whichever is earlier. During warranty period, bidder should attend for preventive maintenance of systems once in six (6) months apart from regular service calls if any during the warranty period.

A.6. Order Placing Authority:

1. APHC reserves the right to place any number of staggered orders during the contract period.
2. APHC reserves the right not to place any supply / purchase order whatsoever, irrespective of finalization of the L1 bidder.

A.7. Preferential Market Access Policy:

G.O. Ms. No. 9, Dt. 25-02-2021 issued by Industries & Commerce Department (copies can be obtained from URL: <http://goir.ap.gov.in/Reports.aspx>) are applicable for this tender. Bidders eligible for the benefits under preferential market access policy can apply by submitting all the relevant document proofs.

A.8 SLA for performance during warranty/maintenance period:

1. The original call log for all the logged calls of complaints & calls closed status should be sent by email to Department on monthly basis for monitoring.
2. Along with the above mentioned call log, a date wise abstract of calls logged and repair status within SLA and outside SLA shall be provided.
3. Persistent complaints from the department during the warranty/maintenance period relating to the improper service will be sufficient ground for the APHC to blacklist the successful bidder from participating in the future tenders.

A.9 Technical Demonstration:

1. APHC may ask the bidders to demonstrate their offered devices before the Technical Committee for Technical Compliance.
2. The successful bidder should present a demo piece to the High Court.

Note:

1. Representations received from the bidders within 3 days from the date of opening of technical bids on the issues related to Pre-qualification/Technical bids evaluation and within a day from the date of opening of commercial bids on the issues related to the commercial bid evaluation will only be accepted. Representations received beyond this period will not be considered and strictly rejected.
2. The bidder should upload all the required documents with clear visibility, avoid missing documents and avoid bidding mistakes. In such cases, APHC reserves it's right in seeking clarification from the bidder and may disqualify the bidder for the bidding mistakes, missing documents and for the documents that are not clear.

Section B – Pre Qualification Criteria

1. The Bidder should be a manufacturer/ authorized representative of a manufacturer/whole sale dealer and should be in business of manufacture and or supply, delivery of the Extra Monitor + 4 Port HDMI Splitter/Extension/Distribution Unit for the use of High Court or higher related equipment's for a minimum period of **three (3) years** in India as on bid calling date.
2. The Bidder should have at least one office with GST Registration in Andhra Pradesh. Billing/Invoice should be done from offices located in AP only. In case, Bidder does not have office in AP as on bid submission date, should submit an undertaking in Pre-qualification bid, to open the office in AP and register for AP GST. All Invoices should be raised with AP GST Number only.
3. The Bidder should submit the **Manufacturer's Authorization Form (MAF)** for all the offered products / items, as per Form P-3, specific to this tender issued by OEM authorizing the bidder to submit the bid for tendering which is deemed as an agreement in between the bidder and OEM for the support and spares till the warranty period.
4. The Bidder/OEM should have Service Center / Franchise Service Centre in each district of Andhra Pradesh with minimum 5 service engineers as on bid submission date. The details are to be provided in Form P-4. In case Bidder/OEM does not have the service centers/Franchise service center as on bid submission date, bidder/OEM should give an undertaking in PQ bid to open the service centers as specified above and should submit the Service Centers / Franchise service center details before the due date of Delivery in case the contract is awarded. Failing which the Purchaser may forfeit the PBG or Performance Security and cancel the contract.
5. The Bidder should have minimum average annual turnover equivalent to or more than twice the tender value calculated, over a period of the last three financial years. Bidder should have positive net worth in the last three financial years. In case of bidder is claiming OEM sales, then the OEM should have average annual sales of at least have minimum average annual turnover equivalent to or more than four (4) times calculated over a period of the last three financial years.
6. The Bidder should have average annual sales of at least twice of the quantity mentioned in the tender for Extra Monitor + 4 Port HDMI Splitter/Extension/Distribution Unit in the last three financial years. In case of bidder is claiming OEM sales, then the OEM should have average annual sales of at least four (4) times of the quantity mentioned in the tender for Extra Monitor + 4 Port HDMI Splitter/Extension/Distribution Unit in the last three (3) financial years. The Bidder/OEM should furnish the information on major past supplies under the relevant product/services. The copies of the work orders for the last three financial years should be submitted.
7. Bidder should have valid ISO 9001:2008 certified as on the bid calling date.
8. The bidder/OEM should have executed project for supply and installation/commissioning of same or similar category products during preceding three (3) financial years to any Central /State Government Organizations / PSU / Public Listed Company and 80% of the completion certificate should be submitted.

9. The bidder should submit/give declaration stating that they are not debarred/blacklisted by any State Government, Central Government, Central & State Govt. Undertakings/Enterprises/Organizations and by any other Quasi Government bodies/Organizations in India for non-satisfactory performance, Corrupt & Fraudulent or any other unethical business practices in Form P-7.
10. Bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority as per G.O. Ms. No. 9, Dt. 25-02-2021 issued by Industries & Commerce Department, GoAP. (DPIIT Registration Certificate copy to be submitted. Bidder shall have to submit the Undertaking as per Form P8)

Note: Relevant documents in support of above eligibility criteria should be uploaded.

Section C -Statement of important limits/values related to bid

S. No	Item	Description
1.	Earnest Money Deposit (EMD)	Rs.15,000/- (Rupees Fifteen Thousand only) The EMD should be in the form of BG / DD. The Original EMD should be submitted to APHC before 5 pm of same/next working day after bid closing day.
2.	Bid Validity Period	90 days from the date of opening of bids.
3.	Contract Period	The contract period is 3 years from the date of signing of the agreement/issue of Purchase order
4.	EMD Validity Period	Bank Guarantees/Demand Drafts (DD) that is issued by any Scheduled / Nationalized banks only will be accepted. BG Validity should be Six Months from the bid closing date. The EMD and Bid Document Fee should be in favour of Deputy Registrar-cum-Drawing and Disbursing Officer , High Court of Andhra Pradesh.
5.	Evaluation of Bids	The selection method is Least Cost Based Selection (L1) and Bids will be evaluated for entire Tender wise
6.	Variation in Quantity	(+)/(-)25%The cost identified by APHC will be used as Rate Contract for a period of one (1) year from the date of Purchase Order.
7.	Period for furnishing performance security	Within Seven (7) days from date of receipt of Notification of Award for the schedule.
8.	Performance security value with APHC	The bidder has to submit the PBG (5% of the Contract value/ Purchase Order Value) in the form of Bank Guarantee in favor of "Deputy Registrar-cum-Drawing and Disbursing Officer" High Court of Andhra Pradesh, Nelapadu, Amaravati" from any Nationalized / Scheduled Bank before signing of the contract.
9.	Performance security validity period	Sixty (60) days beyond Warranty/AMC period/Contract period.
10.	Period for signing of contract/issue of Purchase order	Within 7 days from date of receipt of Notification of Award.
11.	Up time	<u><i>For the offices at SHQ level:</i></u> The bidder should resolve the breakdown calls within 24 Hours of call reporting. Failing which penalty is applicable as per terms & conditions. <u><i>For the offices at DHQ level:</i></u> The bidder should resolve the breakdown calls within 36 Hours of call reporting. Failing which penalty is applicable as per terms & conditions. <u><i>For the offices at Mandal/Village level:</i></u>

		The bidder should resolve the breakdown calls within 48 Hours of call reporting. Failing which penalty is applicable as per terms & conditions. The service provider shall maintain sufficient buffer stock of devices/spares for this purpose.										
12.	Payment & other Terms	<table><tr><th>Payment terms</th><th>By Purchase order issuing authority</th></tr><tr><td>Upon submission of Delivery Challan & Installation cum Acceptance Test Report</td><td>90% of items cost as per Contract / PO for which DCs & IR cum AT reports submitted.</td></tr><tr><td>Satisfactory Performance Certificate (SPC) from the competent authority of the APHC after 30 days</td><td>Remaining 10% of items cost as per Contract / PO for which DCs, IR cum AT reports & SPCs submitted.</td></tr><tr><td>Incase site not ready, for more than 30 days from the date of delivery</td><td>75% of the Contract / PO value for that site / location.</td></tr><tr><td>Billing/Invoice</td><td>Billing/Invoice should be done from any of the offices located in AP only.</td></tr></table> Note: 1. All the Delivery Challans, Installation cum AT Reports, OEM Quality Certificate to be counter signed by the respective Competent Authority as designated by APHC. 2. The certificate/report should have Name, Designation, Signature, Phone number, Date and Seal of the Officer / incharge. 3. The DC/IR/SPC will not be processed for payments if the Name, Designation, Signature, Phone number, Date and Seal of the Officer are not available. 4. APHC reserves right to conduct random Acceptance Test on items delivered if required.	Payment terms	By Purchase order issuing authority	Upon submission of Delivery Challan & Installation cum Acceptance Test Report	90% of items cost as per Contract / PO for which DCs & IR cum AT reports submitted.	Satisfactory Performance Certificate (SPC) from the competent authority of the APHC after 30 days	Remaining 10% of items cost as per Contract / PO for which DCs, IR cum AT reports & SPCs submitted.	Incase site not ready, for more than 30 days from the date of delivery	75% of the Contract / PO value for that site / location.	Billing/Invoice	Billing/Invoice should be done from any of the offices located in AP only.
Payment terms	By Purchase order issuing authority											
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Incase site not ready, for more than 30 days from the date of delivery	75% of the Contract / PO value for that site / location.											
Billing/Invoice	Billing/Invoice should be done from any of the offices located in AP only.											
13.	Contracting Authority	The Registrar (IT-cum-CPC), High Court of Andhra Pradesh, Nelapadu, Amaravati, Guntur District.										
14.	LD for late deliveries/installation	LD for late deliveries/Installations: 1% of the late delivered or deemed late delivered/installed goods for One week or part thereof, 1.5% for Two weeks or part thereof, 2% for Three weeks or part thereof, 2.5% for 4 weeks or part thereof and so on.										
15.	Maximum LD for late deliveries/installation	Maximum LD for late deliveries/installations: 10% on the Total value of goods for that location/site for late delivery/installation or deemed late delivered/installed goods. However, APHC reserves the right further to take penal action on the bidder. The bidder will be disqualified, blacklisted, action will be initiated as deemed fit and the Bid Security will be forfeited.										

16.	Penalty for failure to maintain during warranty period for all items	<table><tr><td>Item</td><td>Penalty applicable for the downtime as below.</td></tr><tr><td>All Items</td><td>For any delay beyond permissible down time, a penalty of Rs.1000/- will be levied for each day or part there of subject to a maximum of total equipment cost.</td></tr></table> *The penalty amount will be deducted from the amount payable to the bidder by APHC. Once this amount is exhausted, penalty amount will be recovered from the Performance Security. Once the Performance Security also exhausted, the bidder will be required to recoup the Performance Security. If the bidder fails to recoup the Performance Security, the bidder will be debarred from participating in tenders till the time the bidder recoups the Performance Security. The penalty for crossing service level agreement will be limited to 10%. However, APHC reserves the right further to take penal action on the bidder. The bidder will be disqualified, blacklisted, action will be initiated as deemed fit and the Bid Security will be forfeited.	Item	Penalty applicable for the downtime as below.	All Items	For any delay beyond permissible down time, a penalty of Rs.1000/- will be levied for each day or part there of subject to a maximum of total equipment cost.
Item	Penalty applicable for the downtime as below.					
All Items	For any delay beyond permissible down time, a penalty of Rs.1000/- will be levied for each day or part there of subject to a maximum of total equipment cost.					
17.	Conditional bids	Not acceptable and liable for rejection				
18.	Eligibility Criteria	As per Section-B				
19.	Bid submission	Offline a) Bidders are requested to submit the bids after issue of Corrigendum (If any) of the pre bid meeting duly considering the changes made if any, during the pre-bid meeting. b) Bidders are totally responsible for incorporating /complying the changes/amendments issued if any during pre-bid meeting in their bid.				
20.	Procedure for Bid Submission	Bids shall be submitted Tender bids to O/o The Registrar (IT-cum-CPC), High Court of Andhra Pradesh at Amaravati offline mode only.				
21.	Other conditions	1. After submission of the documents, (except the Price bid/offer/break-up of taxes) are to be submitted by the bidder to the O/o The Registrar (IT-cum-CPC), High Court of Andhra Pradesh at Amaravati as and when required. 2. When asked, failure to furnish any of the documents, certificates, will entitle in rejection of the bid. 3. If any of the certificates, documents, etc., furnished by the Bidder are found to be false / fabricated / bogus, the bidder will be disqualified, blacklisted, action will be initiated as deemed fit and the Bid Security will be forfeited. 4. APHC will not hold any risk and responsibility regulating non-visibility of the scanned and submitted documents. 5. The Documents that are submitted offline will only be considered for Bid Evaluation.				

Section D – Technical Specifications

1. All the items are to be supplied as per the below mentioned technical specifications/configurations.
2. Higher or better specifications than the mentioned specifications are acceptable.
3. Make and Model of the offered items and their compliance to below mentioned technical specifications are to be clearly mentioned by the bidders in their technical compliance statement.

Schedule-I:

A.1 Extra Monitor + 4 Port HDMI Splitter/Extension/Distribution Unit – (QTY- 51 Nos)

S.NO	Parameters	Detailed Specifications	Compliance (Yes/No)
Monitor			
1	Make	<<Specify>>	
2	Model	<<Specify>>	
3	Type	LCD / TFT non touch	
4	Display Size (diagonally)	23" or higher	
5	Supported native resolution	FHD (1920x1080)	
6	Connectivity	HDMI/HDMI, DVI	
7	Splitter/Extn./Distribution Unit and TCO Certified/DIS certified	Yes	
8	Comprehensive Onsite Warranty	Three (3) Onsite Comprehensive Warranty from L1 by Bidder and L2 by OEM	
HDMI Splitter			
	No of Splitter	2 or more	
8	Resolution	1920 * 1080 FHD or more	
9	Signal Amplification	Built-in	
10	Powered	Yes	
11	Comprehensive Onsite Warranty	Three (3) Onsite Comprehensive Warranty from L1 by Bidder and L2 by OEM	

Section E – Instructions to Bidders

E.1. Bidding Procedure:

Bid offers are to be made in three parts namely, “Prequalification Bid”, “Technical Bid” and “Financial Bid” and in the format given in bid document. All the documents are to be uploaded as per the documents in the corresponding section.

1. EMD copy should be.
2. Tenders will be accepted only from those who have purchased the Bid Document.
3. All correspondence should be with APHC identified contact person.
4. Interested bidders may purchase a complete set of bidding documents from the APHC contact person upon payment of the non-refundable bid document fee. Payment should be made by Demand Draft drawn in favor of the **Deputy Registrar-cum-Drawing Officer**, High Court of Andhra Pradesh, and payable at Nelapadu, Amaravati (India). The payment must be made no later than one hour before the bid closing date and time.

E.2.Pre-qualification bid:

It shall include the following information about the firm and its proposal.

1. General information on the bidder's company in Form P-1
2. Details of GST in Form P-2
3. Details of Manufacturer's Authorization Form in Form P-3
4. Details of Service centers in Form P-4
5. Details of Turnover and Positive net worth in Form P-5
6. List of Major suppliers and Bidder/OEM sales in Form P-6
7. Declaration regarding clean track record in Form-P-7
8. Undertaking in compliance with GFR Rule 144(xi) - By OEM Only Form-P-8
9. Eligibility Declarations in Form-P-9
10. List of major Customers for the product in Form-P-10
11. Product Sales Turnover Details in Form-P-11
12. Bidder declaration regarding delivery and installation commitment in Form-P-12

E.3. Technical Bid:

1. The Technical Compliance/Deviation(s) to technical specifications should be documented in Form-T1. The Technical Compliance statement must be submitted on the OEM's letterhead, signed by an authorized signatory from the offered brand.
2. Form-T2 Model declaration from for undertaking of authenticity for Hardware Supplies
3. Form-T3 – Technical Data Sheets, Tech., Literature, Certificates, etc.
4. In Form-T4, Other information, if any required in the bid document (Bidder's format).

E.4. Financial bid:

The financial bid should provide cost calculations corresponding to unit price of each item in Form F1 (in a sealed Cover)

E.5. Pre-bid Clarifications:

All bidders who have purchased the bid documents may have to send their queries for clarifications by email to the addresses provided in Section A of this document, before the due date for pre-bid meeting in case of any queries. No queries will be entertained after pre-bid meeting.

Section F – Bid Evaluation Procedure

F.1. Bid evaluation procedure:

Bids would be evaluated Tender wise. Technical bid documentation should be in the prescribed format. If a vendor has any comment to offer about the procedural aspects of this tender, it should be intimated to APHC during the pre-bid meeting. In case the schedule or procedure of tender processing is revised, the same shall be communicated by telephone, courier or e-mail as the case may be to all the vendors who have paid the tender document fee.

F.2. Opening of bids:

1. Bids will be opened at the scheduled time & date as specified.
2. The Registrar (IT-cum-CPC), APHC or Authorized Officer will open the pre-qualification bid, after the bid closing time and list them for further evaluation. After evaluation of Pre-Qualification bids, the technical bids of only those bidders who qualify in Pre-qualification will be opened. Similarly, the financial bids of only those bidders who qualify in technical evaluation will be opened.

F.3. EMD Validity:

The EMD will be scrutinized first for the amount and validity period. The bids submitted with required EMD amount and validity only be considered for the evaluation. The bids submitted with insufficient EMD amount/validity will be treated as disqualified bids and those bids will not be considered for further evaluation.

F.4. Pre-qualification bid documentation:

The Pre-qualification bid documentation shall be evaluated in two sub-steps.

- a) Firstly, the documentation furnished by the vendor shall be examined prima facie to see if the technical skill base and financial capacity and other vendor attributes claimed therein are consistent with the needs of this project.
- b) In the second step, APHC may ask vendor(s) for additional information, visit to vendors site and/or arrange discussions with their professional, technical faculties to verify claims made in Pre-qualification bid documentation.

F.5. Technical bid documentation:

Technical bid documentation shall be evaluated in two sub-steps.

- a) Firstly, the documentation furnished by the vendor shall be examined prima facie to see if the product /services offered, technical skill base and financial capacity and other vendor attributes claimed therein are consistent with the needs of this project.
- b) In the second step, APHC may ask vendor(s) for additional information, visit to vendors site and/or arrange discussions with their professional, technical faculties to verify claims made in technical bid documentation.

F.6. Award Criterion:

Final choice of firm to execute the project shall be made on the basis of conformity to technical specifications, appropriateness of the product offered, capability of bidder to execute and service the project and appropriateness of financial offer from the point of view of cost-effectiveness over the entire maintenance period for the product/services.

Section G - General instructions to bidders

G.1. Definitions:

1. **Tender Call or Invitation for Bids:** Refers to the detailed notification seeking solutions, services, materials, or any combination of these.
2. **Specification:** Refers to the functional and technical specifications or statement of work, as applicable.
3. **Firm/Agency:** Means a company, authority, cooperative, or any other organization incorporated under the relevant statute in the country of incorporation.
4. **Bidder/Supplier:** Refers to any firm offering the solutions, services, and/or materials required in the tender call. The term "vendor," when used before the award of the contract, is synonymous with "bidder." After the contract is awarded, "vendor" refers to the successful bidder with whom APHC signs the contract for the provision of goods and services.
5. **Pre-qualification and Technical Bid:** Refers to the part of the offer that provides information to facilitate APHC's assessment of the bidder's professional, technical, and financial standing, as well as conformity to specifications.
6. **Financial Bid:** Refers to the part of the offer that includes the price schedule, total project costs, etc.
7. **Three-Part Bid:** Refers to a submission consisting of pre-qualification bid, technical bid, and financial bid, all submitted in physical form to APHC.
8. **Two-Part Bid:** Refers to a submission consisting of the technical bid and financial bid, submitted in physical form to APHC, with their evaluation conducted sequentially.
9. **Composite Bid:** Refers to a bid where the technical and financial parts are combined into a single submission, but evaluated sequentially.
10. **Goods and Services:** Refers to the solutions, services, materials, or any combination thereof, as defined in the context of the tender call and specifications.
11. **Goods:** When used alone, refers to the hardware and firmware components of the goods and services.
12. **Maintenance Period:** Refers to the period mentioned in the bid document for maintaining the systems beyond the warranty period.
13. **Prime Bidder** means a company part of the consortium wholly responsible for contractual obligations and act as Single Point of Contact for the contract management.

G.2. General Eligibility

1. This invitation for bids is open to all firms, both within and outside India, that are eligible to do business in India under the relevant Indian laws in force at the time of bidding, provided they meet the pre-qualification criteria.
2. Bidders identified by APHC as ineligible due to unsatisfactory past performance, corrupt or fraudulent practices, or any other unethical business practices shall not be considered eligible.
3. Bidders or consortium members debarred or blacklisted by any Central or State Government or quasi-government departments or organizations as of the bid calling date, due to unsatisfactory past performance, corrupt or fraudulent practices, or any other unethical business practices, shall not be eligible.
4. A breach of general or specific instructions for bidding, or the general and special conditions of the contract with APHC or any of its user organizations, may render a firm ineligible to participate in the bidding process.

G.3. Bid Forms

1. Wherever a specific form is prescribed in the bid document, the bidder shall use the form to provide the relevant information. If the form does not provide space for any required information, the bidder should use the space at the end of the form or attach additional sheets to convey the required information.
2. In all other cases, the bidder shall design a form to include the required information.

G.4. Cost of Bidding

1. The bidder shall bear all costs associated with the preparation and submission of its bid, and APHC will not be responsible for those costs, regardless of the conduct or outcome of the bidding process.
2. The bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to provide all information required by the bidding documents or to submit a bid that is not substantially responsive to the bidding documents will be at the bidder's risk and may result in the rejection of the bid.

G.5. Clarification of Bidding Documents

1. A prospective vendor requiring clarification of the bidding documents may notify the APHC contact person. Written copies or emails of the APHC response (including an explanation of the query but without identifying the source of the inquiry) will be sent to all prospective bidders who have received the bidding documents.
2. The concerned person will respond to any request for clarification of the bidding documents received no later than the bid clarification date mentioned in the notice, prior to the deadline for submission of bids prescribed in the tender notice. No clarification requests will be entertained after the close of the date and time for seeking clarification mentioned in the tender notice. Additionally, APHC will not entertain any correspondence regarding delays or non-receipt of clarification from APHC.

G.6. Amendment of Bidding Documents

1. At any time prior to the deadline for submission of bids, APHC, whether at its own initiative or in response to a clarification request from a prospective bidder, may modify the bidding documents by amendment.
2. All prospective bidders who have received the bidding documents will be notified of the amendment and such modifications will be binding on all bidders.
3. To allow prospective bidders reasonable time to take the amendment into account in preparing their bids, APHC may, at its discretion, extend the deadline for bid submission.

G.7. Period of Validity of Bids

1. Bids shall remain valid for the duration specified in the bid document after the date of bid opening prescribed by APHC. A bid valid for a shorter period will be rejected as non-responsive.
2. In exceptional circumstances, APHC may solicit the bidders' consent to extend the period of validity. Requests and responses must be made in writing. The bid security must also be extended accordingly. A bidder granting the request will not be permitted to modify its bid.

G.8. Submission of Bids

1. Bidders shall submit all bids - i.e., 1) Technical (including qualification) and 2) Financial Bids - physically.

G.9. Deadline for Submission of Bids

1. Bids must be submitted on the physically no later than the bid submission date and time specified in the tender call notice.
2. APHC may, at its discretion, extend the deadline for bid submission by amending the tender call. In such cases, all rights and obligations of APHC and bidders previously subject to the original deadline will be governed by the extended deadline.

G.10. Late Bids

1. In the case of manual bidding, any bid not received by the APHC contact person by the deadline for submission will be rejected and returned unopened to the bidder.

G.11. Modification and Withdrawal of Bids

1. No bid can be modified after the deadline for submission of bids.
2. No bid can be withdrawn between the deadline for submission of bids and the expiration of the bid validity period. Withdrawal of a bid during this interval will result in the forfeiture of the bid security (EMD).

G.12. General Business Information

The bidder shall provide general business information to facilitate the assessment of its professional, technical, and commercial capacity and reputation.

G.13. Bid Security (Earnest Money Deposit - EMD)

1. The bidder shall provide a bid security in the amount specified in the tender call notice as part of its bid.
2. The bid security is required by APHC to: a. Ensure the bidder's continued interest until the contract is awarded, and b. Ensure compliance with bid conditions during the bid evaluation process.
3. The bid security must be in Indian rupees and can be in the form of a Demand Draft, Banker's Cheque, or Bank Guarantee (BG).
4. The bid security of unsuccessful bidders will be returned as promptly as possible but not later than Sixty (60) days after the expiration of the bid validity period or the finalization of the tender by APHC.
5. The successful bidder's bid security will be discharged upon the signing of the contract and the furnishing of the performance security.
6. The bid security may be forfeited:
 - a. If a bidder withdraws its bid during the bid validity period or submits conditional bids deviating from the tender terms and conditions.
 - b. For a successful bidder, if the bidder fails:
 - i. To sign the contract in time, or
 - ii. To provide the performance security.

G.14. Preparation of Pre-Qualification Bid

The pre-qualification bid should include the following parts:

1. General business information,
2. Turnover details,
3. Major clients' details,

4. Service center details,
5. Bid security (EMD),
6. Any other relevant information as per the tender document.

G.15. Preparation of Technical Bid

The technical bid should consist of the following parts:

1. Technical documentation – confirmation of compliance with technical specifications, etc.
2. Plan for in-lab proof of concept, if required in the tender call.
3. Plan for field demonstration, if required in the tender call.
4. Detailed technical documentation, including references to various industry standards to which the goods and services conform, and other literature concerning the proposed solution. Vendors should identify areas where their solution conforms to open standards and areas that are proprietary. Justifications for proprietary components in terms of functionality and performance should be provided.
5. A statement on the appropriateness of the product design and solution plan for operating conditions in India, including physical, infrastructure, and human factors.
6. If the bidder offers goods under the contract that it did not manufacture or produce, the bidder must be duly authorized by the manufacturer or producer to supply the goods in India.
7. A statement of the serviceable life of the goods and services offered by the firm, including available sources of maintenance and technical support during the serviceable life and sources of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods and services.

G.16. Preparation of Financial Bid

1. Overview of Financial Bid: The financial bid should provide cost calculations for each component of the project.
2. Bid Prices:
 - a. The bidder shall indicate the unit prices (where applicable) and the total bid price of the goods/services proposed to be supplied under the contract.
 - b. The bidder shall indicate basic prices and taxes, duties, etc., (if required) in the prescribed format.
 - c. The separation of price components by the bidder is solely for the purpose of facilitating the comparison of bids by APHC and does not limit the purchaser's right to contract on any of the terms offered.
 - d. Prices quoted by the bidder shall be fixed during the performance of the contract and shall not be subject to variation on any account unless otherwise specified in the tender call. Bids with adjustable price quotations will be treated as non-responsive and rejected.
3. Bid Currency: Prices shall be quoted in Indian Rupees.

Section H - Standard procedure for opening and evaluation of bids

H.1. Outline of Bid Evaluation Procedure

1. The bid opening and evaluation process will be sequential. This means that bidders must qualify at each stage to be eligible for the next stage. Immediately after the closing time, the APHC contact person will open the Pre-qualification bids and list them for further evaluation. The technical and financial bids will be listed and placed in a sealed cover according to APHC procedures. The sealed covers of technical and financial bids will be kept in custody by a designated officer for opening after the evaluation of Pre-qualification bids. Technical bids of qualified bidders will then be opened, with financial bids remaining sealed. Finally, the financial bids of those bidders who are shortlisted based on technical evaluation will be opened.
2. For composite bids, where technical and financial bids are combined, the technical evaluation will be conducted first, followed by the financial evaluation of only those bids that have qualified in the technical evaluation.
3. Any participating vendor may appoint a representative to witness these processes.
4. The standard procedure described here may be modified to accommodate special procedures for bid evaluation as mentioned in the tender call or elsewhere in the bid document. APHC may deviate from these procedures in specific circumstances if such deviations are deemed unavoidable or if they would improve the speed of processing and project execution.

H.2. General Guidelines for Bid Opening and Evaluation

Bids will be categorized into two parts 1) Pre-qualification & technical, and 2) financial as specified in the tender call. For two-part bids, there will be two bid opening events. The following guidelines will generally be followed by APHC officers at each event. However, APHC may deviate from these guidelines in specific circumstances if such deviations are deemed unavoidable or if they would improve the speed of processing and project execution.

H.3. Opening of Bids

Bids will be opened on the High Court of Andhra Pradesh website: <https://aphc.gov.in/> at the scheduled time and date. a) The names of the bidders, bid modifications or withdrawals, discounts, and the presence or absence of requisite bid security and other relevant details, as deemed appropriate by the APHC officer, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which will be returned unopened. b) Bids that are not opened and read out at bid opening will not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the bidders.

H.4. Preliminary Examination of Bids

Preliminary scrutiny will determine whether the bids are complete, if there are computational errors, if required sureties have been provided, if the documents are properly signed, and if the bids are generally in order. a) Arithmetical errors will be rectified as follows: If there is a discrepancy between the unit price and the total price obtained by multiplying the unit price and quantity, the unit price will prevail, and the total price will be corrected. If the bidder does not accept the correction, the bid will be rejected, and the bid security may be forfeited. If there

is a discrepancy between words and figures, the amount in words will prevail. b) APHC may waive any minor informality, nonconformity, or irregularity in a bid that does not constitute a material deviation, provided that such waiver does not prejudice or affect the relative ranking of any bidder. c) Prior to detailed evaluation, APHC will determine the substantial responsiveness of each bid to the bidding documents. A substantially responsive bid conforms to all the terms and conditions of the bidding documents without material deviations. d) If a bid is not substantially responsive, it will be rejected by APHC and may not subsequently be made responsive by correction of the nonconformity.

H.5. Clarification of Bids

1. During evaluation of the bids, APHC may, at its discretion, ask the bidder for clarification of its bid.
2. Any Queries / representations should be submitted within 2 days from the date of publishing of the tender. APHC reserves the right to consider or not to consider the Queries received from the bidder(s).

H.6. Evaluation of Pre-Qualification Bids

The evaluation of Pre-qualification bid documentation will be in two sub-steps: a) First, the documentation provided by the vendor will be examined to determine if the technical skills, financial capacity, and other attributes claimed are consistent with the needs of the project. b) Second, APHC may request additional information from the vendor, visit the vendor's site, and/or arrange discussions with the vendor's professional and technical staff to verify the claims made in the technical bid documentation.

H.7. Evaluation of Technical Bids

The evaluation of technical bid documentation will be in two sub-steps: a) First, the documentation provided by the vendor will be examined to determine if the offer, technical skill base, financial capacity, and other attributes are consistent with the needs of the project. b) Second, APHC may request additional information from the vendor, visit the vendor's site, and/or arrange discussions with the vendor's professional and technical staff to verify the claims made in the technical bid documentation.

H.8. In-Lab Proof of Concept

The in-lab proof of concept may be organized either at APHC or at the vendor's lab by mutual agreement. If organized at APHC's lab, APHC will provide generic hardware. Application-specific hardware and software must be supplied by the vendor.

H.9. Field Demonstration

APHC will identify a part or segment of the proposed project site. The bidder, upon request, should be able to demonstrate the functional requirements as described in the specifications.

H.10. Evaluation of Financial Bids

Financial bids will only be opened for vendors who have satisfied all phases of the Pre-qualification and technical evaluations and correspond to the chosen technical bid options. All other financial bids will be disregarded. APHC will assess the nature of financial offers and may discuss any aspects of the financial offer with the vendors.

H.11. Evaluation and Comparison of Financial Bids

1. Evaluation of financial bids will exclude and not take into account any offer not asked for or not relevant to the present requirements of user.
2. Evaluation of financial bid will take into account, in addition to the basic bid price, one or more of the following factors
 - a. The projected costs for the entire contract period;
 - b. Past track record of bidder in supply/ services and
 - c. Any other specific criteria indicated in the tender call and/or in the specifications.

H.13. Contacting APHC

1. Bidders shall not approach APHC officers outside of office hours or outside APHC premises from the time of the tender call notice until the contract is awarded.
2. Any effort by a bidder to influence APHC officers in decisions on bid evaluation, bid comparison, or contract award may result in rejection of the bidder's offer and may also result in the bidder being marked as ineligible for future bids. If a bidder wishes to bring additional information to APHC's attention, it should be done in writing.

H.14. APHC's Right to Vary Quantities at Time of Award

APHC reserves the right at the time of award to increase or decrease the quantity of goods and services originally specified in the tender call without any change in unit price or other terms and conditions.

H.15. APHC's Right to Accept Any Bid and to Reject Any or All Bids

APHC reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to the award of the contract, without incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision.

H.16. Notification of Award

1. Prior to the expiration of the bid validity period, APHC will notify the successful bidder in writing that its bid has been accepted.
2. Upon the successful bidder's furnishing of performance security, APHC will promptly notify each unsuccessful bidder and discharge their bid security.

H.17. Signing of Contract

1. At the same time APHC notifies the successful bidder that its bid has been accepted, APHC will send the bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties.
2. Upon receipt of the Contract Form, the successful bidder shall sign and date the contract and return it to APHC.

H.18. Performance Security

1. Upon receipt of the notification of award from APHC, the successful bidder shall furnish the performance security in accordance with the conditions of the contract, using the performance security form provided in the bidding documents or another form acceptable to APHC.
2. Failure of the successful bidder to sign the contract as proposed or as modified through the award letter shall constitute grounds for annulment of

the award and forfeiture of the bid security. In such a case, APHC may make the award to another bidder or call for new bids.

H.19. Corrupt, Fraudulent, and Unethical Practices

1. **“Corrupt practice”** means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the process of contract execution and
2. **“Fraudulent practice”** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to detriment of the purchaser, 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 Purchaser of the benefits of free and open competition:
3. **“Unethical practice”** means any activity on the part of bidder, which try to circumvent tender process in any way. Unsolicited offering of discounts, reduction in financial bid amount, upward revision of quality of goods etc after opening of first bid will be treated as unethical practice.
4. APHC will reject a proposal for award and also may debar the bidder for future tenders in APHC, if it determines that the bidder has engaged in corrupt, fraudulent or unethical practices in competing for, or in executing a contract.

H.19.A. Conflict of Interest

The text outlines the criteria for determining conflicts of interest in a bidding process. Bidders with conflicts that could affect fair competition are not eligible to participate and must declare the absence of such conflicts in a specified form. Key points include:

1. **Control Relationships:** Bidders that control or are controlled by another bidder, or share a legal representative, have a conflict of interest.
2. **Financial Stakes:** Receiving financial support from another bidder creates a conflict.
3. **Information Access:** Bidders with relationships that allow them to access sensitive information about other bids or influence decisions are disqualified.
4. **Multiple Bids:** A bidder participating in more than one bid will lead to disqualification of all involved bids.
5. **Consulting Services:** Bidders providing related consulting services for the procurement planning process are deemed to have a conflict.
6. **Personal Relationships:** Close business or family ties with procurement staff involved in the tender process may also disqualify a bidder unless the conflict is resolved.

H.19.B. Cartel Formation/ Pool Rates

1. Unless the APHC decides this to be a case of Cartel/ Pool Rates, if more than one bidder quote the same total evaluated price, then the APHC reserves its right to distribute unequal quantities among the bidders – excluding one or more bidders, based on considerations like performance/ financial capabilities, the distance of destination Godowns from the location of the factories, production capacities, any extra features/ benefits offered etc.
2. If APHC decides this to be a case of Cartel/ Pool Rates, leading to “Appreciable Adverse Effect on Competition” (AAEC) as identified in Competition Act, 2002, as amended from time to time, it reserves its rights to:
 - a. order any quantity on any one or more bidders without assigning any reason thereof.

And/ or

- b. consider it as a violation of the Code of Integrity and reject the bid(s) as nonresponsive in addition to other punitive actions provided in this regard in the Tender Document. In addition to such remedies, the APHC also reserves the right to refer the matter to the Competition Commission of India (CCI) for obtaining necessary relief. In addition, the attention of the bidders is drawn to Chapter VI of the "The Competition Act 2002", which deals with Penalties. Such actions shall be in addition to other rights and remedies available to the Procuring Entity under the contract and Law.

H.19.C. Evaluation of Bids and Award of Contract

General norms

1. Evaluation based only on declared criteria.

The evaluation shall be based upon scrutiny and examination of all relevant data and details submitted by Bidder in its/ his bid and other allied information deemed appropriate by APHC. Evaluation of bids shall be based only on the criteria/conditions included in the Tender Document.

2. Deviations/ Reservations / Omissions - Substantive or Minor

1. During the evaluation of Bids, the following definitions apply:

a. "Deviation" is a departure from the requirements specified in the Tender Document;

b. "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Tender Document; and

c. "Omission" is the failure to submit part or all of the information or documentation required in the Tender Document.

2. A deviation/ reservation/ omission from the requirements of the Tender Document shall be considered as a substantive deviation as per the following norm, and the rest shall be considered as Minor deviation:

a. which affects in any substantive way the scope, quality, or performance of the product;

b. which limits in any substantive way, inconsistent with the Tender Document, the APHC rights or the Bidder's obligations under the contract; or

c. Whose rectification would unfairly affect the competitive position of other Bidders presenting substantively responsive Bids.

3. The decision of the APHC shall be final in this regard. Bids with substantive deviations shall be rejected as nonresponsive.

4. Variations and deviations and other offered benefits (techno-commercial or financial) above the scope/ quantum of the Goods specified in the Tender Document shall not influence the evaluation of Bids. If the bid is otherwise successful, such benefits shall be availed by the APHC, and these would become part of the contract.

The APHC reserves the right to accept or reject bids with any minor deviations. Wherever necessary; the APHC shall convey its observation as per ITB-clause on such 'minor' issues to Bidder by registered/speed post/ electronically, etc., asking Bidder to respond by a specified date. If Bidder does not reply by the specified date or gives an evasive reply without clarifying the point at issue in clear terms, that bid shall be liable to be rejected as nonresponsive.

3. Clarification of Bids and shortfall documents

During the evaluation of Techno commercial or Financial Bids, the APHC may, at its discretion, but without any obligation to do so, ask Bidder to clarify its bid

by a specified date. Bidder should answer the clarification within that specified date (or, if not specified, 7 days from the date of receipt of such request). The request for clarification shall be submitted in writing or electronically, and no change in prices or substance of the bid shall be sought, offered, or permitted that may grant any undue advantage to such bidder. Any clarification, submitted by a Bidder regarding its Bid that is not in response to a request by the APHC, shall not be considered. If discrepancies exist between the uploaded scanned copies and the Originals submitted by the bidder, the original copy's text, etc., shall prevail. Any substantive discrepancy shall be construed as a violation of the Code of Integrity, and the bid shall be liable to be rejected as nonresponsive in addition to other punitive actions under the Tender Document for violation of the Code of Conduct. The APHC reserves its right to, but without any obligation to do so, to seek any shortfall information/ documents only in case of historical documents which pre-existed at the time of the Bid Opening, and which have not undergone change since then and does not grant any undue advantage to any bidder.

H.20. Negotiation

APHC reserves its right to negotiate with the lowest quoted bidder including technical specifications, if required.

Section I - General conditions of proposed contract (GCC)

I.1. Definitions

In this contract, the following terms shall be interpreted as indicated. Terms defined in general instructions to bidders section shall have the same meaning.

1. **“Contract”** means the agreement entered into between the APHC and the vendor, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
2. **“Contract Price”** means the price payable to the vendor under the contract for the full and proper performance of its contractual obligations;
3. **“Incidental Services”** means those services ancillary to the supply of the goods and services, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, loading, unloading and other such obligations of the vendor covered under the contract;
4. **“GCC”** means the general conditions of contract contained in this section.
5. **“SCC”** means the special conditions of contract if any.
6. **“APHC”** means the Andhra Pradesh High Court at Amaravati.
7. **“Purchaser/ User”** means ultimate recipient of goods and services
8. **“Vendor or Bidder”** means the individual or firm supplying the goods and services
9. under this contract.
10. **“Project Site”**, where applicable, means the place(s) where goods/services are to be made available to user.
11. **“Day”** means calendar day.
12. **“Up Time”** means the time period when specified services with specified technical and service standards are available to user(s)
13. **“Down Time”** means the time period when specified services with specified technical and service standards are not available to user(s).

I.2 Application

These general conditions shall apply to the extent that they are not superseded by provisions of other parts of the contract.

I.3 Standards

The goods supplied under this contract shall conform to the standards mentioned in the specifications, and, when no applicable standard is mentioned, the authoritative standards appropriate to the goods' country of origin shall apply. Such standard shall be the latest issued by the concerned institution.

I.4 Use of documents and information

1. The vendor shall not, without prior written consent from APHC, disclose/share/use the bid document, contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the APHC in connection therewith, to any person other than a person employed by the vendor in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
2. The Vendor shall not, without prior written consent of APHC, make use of any document or information made available for the project, except for purposes of performing the Contract.

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3. All project related document (including this bid document) issued by APHC, other than the contract itself, shall remain the property of the APHC and shall be returned (in all copies) to the APHC on completion of the Vendor's performance under the contract if so required by the APHC.

I.5. User License and Patent Rights

1. The vendor shall provide licenses for all software products, whether developed by it or acquired from others. In the event of any claim asserted by a third party for software piracy, the vendor shall act expeditiously to extinguish such a claim. If the vendor fails to comply and APHC is required to pay compensation to a third party resulting from such software piracy, the vendor shall be responsible for compensation, including all expenses, court costs, and lawyer fees. APHC will notify the vendor of such a claim without delay.
2. The vendor shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from the use of the goods, software package, or any part thereof.

I.6. Performance Security

1. On receipt of notification of award, the vendor shall furnish performance security to APHC in accordance with the bid document requirements.
2. The proceeds of the performance security shall be payable to APHC as compensation for any loss resulting from the vendor's failure to complete its obligations under the contract.
3. The performance security shall be denominated in Indian rupees or in a freely convertible currency acceptable to APHC and shall be in one of the following forms:
 - a. A bank guarantee or an irrevocable letter of credit issued by a reputed bank located in India with at least one branch office in Nelapadu, Amaravati, in the form provided in the bidding document or another form acceptable to APHC; or
 - b. A cashier's cheque, banker's certified cheque, crossed demand draft, or pay order drawn in favor of APHC.
4. The performance security will be discharged by APHC and returned to the vendor no later than thirty (30) days following the date of completion of all formalities under the contract and, if post-warranty activities by the vendor are envisaged, following receipt of a performance guarantee for annual maintenance as per the bid document.
5. In the event of any contract amendment, the vendor shall, within fifteen (15) days of receipt of such amendment, furnish the amendment to the performance security, rendering it valid for the duration of the contract.

I.7. Manuals and Drawings

1. Before the goods and services are taken over by the user, the vendor shall supply operation and maintenance manuals (together with drawings of the goods and services where applicable).
2. The vendor shall provide complete technical documentation of hardware, firmware, all subsystems, operating systems, compiler, system software, and other software.
3. The manuals and drawings, wherever applicable, shall be in English or Telugu.
4. At least one set of the manuals should be supplied for each installation site.
5. Unless otherwise agreed, the goods and services shall not be considered completed for the purpose of taking over until such manuals and drawings have been supplied to the user.

I.8. Inspection and Acceptance Tests

1. Inspection and tests prior to shipment of goods and at final acceptance are as follows:
 - a. Inspection of the goods shall be carried out to ensure conformity with the specifications mentioned in the bid document. The vendor will dispatch the goods to the ultimate consignee after internal inspection testing, along with the supplier's inspection report and manufacturer's warranty certificate. APHC will test the equipment after completion of the installation and commissioning at the site. (If site preparation is not included in the tender call or specification, the vendor should furnish all details of the site requirements to APHC sufficiently in advance to complete the works before receipt of the equipment.)
 - b. Inspections and tests, at the discretion of APHC, may be conducted on the premises of the vendor or its subcontractor(s), at the point of delivery, and/or at the goods' final destination. If conducted on the premises of the vendor or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be provided to the inspectors at no charge to APHC.
 - c. Should any inspected or tested goods fail to conform to the specifications, APHC may reject the goods, and the vendor shall either replace the rejected goods or make alterations necessary to meet specification requirements at no cost to APHC/user.
 - d. APHC's right to inspect, test, and, where necessary, reject the goods after their arrival at the user's site shall not be limited or waived by reason of the goods having been previously inspected, tested, and passed by APHC or its representative before shipment from the country of origin.
 - e. Nothing in this clause shall in any way release the vendor from any warranty or other obligations under this contract.
 - f. The acceptance test will be conducted by APHC, their consultant, or any other person nominated by APHC, at its option. There shall be no additional charges for carrying out acceptance tests. Any reduction in functional requirements and performance specifications shall be grounds for failure. Any malfunction, partial or complete failure of any part of hardware, firmware, or excessive heating of hardware enclosures, motors attached to printers, drivers, etc., or bugs in the software shall be grounds for failure of the acceptance test. All software should be complete, and no missing modules or sections will be allowed. The vendor shall maintain a necessary log of the test results to establish to the entire satisfaction of APHC the successful completion of the test specified. An average uptake efficiency of 97% for the duration of the test period (7 days) shall be considered satisfactory.
 - g. In the event of the hardware and software failing to pass the acceptance test, a period not exceeding two weeks will be given to rectify the defects and clear the acceptance test, failing which APHC reserves the right to have the equipment replaced by the vendor at no extra cost to APHC/user.

I.9. Acceptance Certificates

Upon successful completion of the acceptability test, receipt of deliverables, etc., and after APHC is satisfied with the working of the system, an acceptance certificate signed by the vendor and a representative of APHC will be issued. The date on which such a certificate is signed shall be deemed to be the date of successful commissioning of the systems.

I.10. Packing

1. The vendor shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure

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to extreme temperatures, salt, and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

2. The packing, marking, and documentation within and outside the packages shall comply strictly with special requirements as provided in the contract, including additional requirements specified in SCC and any subsequent instructions ordered by APHC

I.11. Delivery and Documents

Delivery of the goods/services shall be made by the vendor in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished and submitted by the vendor are specified below:

A) For Goods Supplied from Abroad:

1. Within 24 hours of shipment, the vendor shall notify APHC and the insurance company by cable, telex, or fax with full details of the shipment, including the contract number, description of goods, quantity, vessel, bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The vendor shall mail the following documents to APHC, with a copy to the insurance company:
 - Four copies of the supplier's invoice showing goods description, quantity, unit price, and total amount.
 - Four copies of the packing list identifying the contents of each package.
 - Insurance certificate.
 - Manufacturer's/Supplier's warranty certificate.
 - Inspection certificate issued by the nominated inspection agency.
 - Supplier's factory inspection report.
 - Certificate of origin.
2. The above documents must be received by APHC at least one week before the arrival of the goods at the port or place of arrival. If not received, the vendor will be responsible for any consequent expenses.

B) For Goods Supplied from Within India:

Upon delivery of the goods to the user, the vendor shall notify APHC and mail the following documents to APHC:

- Four copies of the vendor's invoice showing goods description, quantity, unit price, and total amount.
- Delivery note or acknowledgment of receipt of goods from the user.
- Manufacturer's or supplier's warranty certificate.
- Inspection certificate issued by the nominated inspection agency and the supplier's factory inspection report.
- Certificate of origin.
- Insurance policy.
- Excise gate pass, octroi receipts (wherever applicable), duly sealed, indicating payments made.
- Any other documents evidencing the payment of statutory taxes.

The above documents shall be received by APHC before the arrival of the goods (except the delivery note, which should be handed over to the user with all documents). If not received, the vendor will be responsible for any consequent expenses.

I.12. Insurance

1. The goods supplied under the contract should be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery up to the user site.

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2. The insurance should cover replacement value from “warehouse to warehouse (final destination)” on “all risks” and be valid for up to three months until the completion of delivery, installation, and commissioning.

I.13 Transportation

Transport of the goods to the project site(s) shall be arranged by the vendor at their cost.

I.14 Hardware & Software Installation

The vendor is responsible for all unpacking, assembly, wiring, installation, and connection to power supplies. The vendor will test all hardware operations and make all necessary adjustments for successful and continuous operation of the supplied items and software at all installation locations. The vendor will also test the software and make all necessary adjustments for successful and continuous operation at the installation site.

I.15 Incidental Services

1. The vendor may be required to provide any or all of the following services, including additional services:
 - a. Performance, supervision, maintenance, and/or repair of the supplied goods and services for a period agreed upon by the parties. This service shall not relieve the vendor of any warranty obligations under this contract.
 - b. Training of APHC and/or its user organization personnel, either at the vendor’s site or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods and services.
 - c. Prices charged by the vendor for the aforementioned incidental services, if applicable, should be indicated separately (if required) and will be mutually negotiated.

I.16. Spare Parts

1. The vendor may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the vendor:
 - a. Spare parts that APHC may elect to purchase from the vendor. This election does not relieve the vendor of any warranty obligations under the contract.
 - b. In the event of the termination of production of spare parts, the vendor must provide advance notification to APHC to allow time for procurement of needed requirements.
 - c. The vendor shall ensure the availability of spares in stock at the nearest service center for immediate delivery. This includes spares necessary for a minimum of five years of operation after installation at the purchaser’s sites and spares necessary to comply with specifications.

I.17. Warranty

1. The vendor warrants that the goods and services supplied under the contract are new, unused, of the most recent or current models, and incorporate all recent improvements in design and materials, unless otherwise specified in the contract. The vendor further warrants that all goods and services shall be free from defects arising from design, materials, workmanship, or any act or omission by the vendor, which may develop under normal use in the conditions prevailing in the country of final destination.
2. The warranty period shall be as stated in the bid document. The vendor shall also comply with the performance guarantees specified in the contract. If these guarantees

Procurement of Extra Monitor + 4 port HDMI Splitter/Extension/Distribution Unit for the use of District Judiciary

are not met, the vendor shall, at its own cost and expense, make necessary changes, modifications, and/or additions to the goods or any part thereof to meet the contractual guarantees and conduct further performance tests.

3. The equipment supplied should achieve the required uptime.
4. APHC/user shall promptly notify the vendor in writing of any claims arising under this warranty.
5. Upon receipt of such notice, the vendor shall, within the period specified in the GCC and with reasonable speed, repair or replace the defective goods and services or parts thereof, at no cost to the user.
6. If the vendor fails to remedy the defect(s) within a reasonable period after notification, APHC/user may take remedial action at the vendor's risk and expense and without prejudice to any other rights APHC/user may have under the contract.

I.18. Maintenance Service

1. Free maintenance services, including spares, shall be provided by the vendor during the warranty period. After the warranty period, the user may request the vendor to provide maintenance services, including annual maintenance and repairs, at rates indicated by the bidder in its proposal. The cost of annual maintenance and repairs (after the warranty period), including the cost of spares replaced, shall be paid in equal quarterly installments at the end of each quarter.
2. The maximum response time for maintenance complaints from any destination (i.e., the time required for the vendor's maintenance engineers to report to the installation after a request call/ email/message) shall not exceed 48 hours.
3. The vendor shall perform preventive and breakdown maintenance activities to ensure that all hardware and firmware operate without defect or interruption for at least the required uptime.
4. If the uptime is less than the stipulated uptime, a penalty as indicated in the bid document shall be imposed on the vendor.
5. Any penalties will be recovered from the performance guarantee during the warranty period or from annual maintenance charges, as applicable.

I.19 Payment

1. The vendor's request(s) for payment shall be made to APHC in writing, accompanied by an invoice describing, as appropriate, the goods/services delivered/performed.
2. Payments shall be made promptly by APHC, but in no case later than thirty (30) days after submission of a valid invoice or claim by the vendor.
3. The currency of payment will be Indian Rupees.
4. Payment shall be made as indicated in the bid document.
5. The annual maintenance and repair costs, as per a separate agreement if any, shall be paid in equal quarterly installments at the end of each quarter according to the rates quoted and agreed.

I.20. Prices

Prices charged by the Vendor for goods delivered and services performed under the contract shall not vary from the prices quoted in the bid, except for any price adjustments authorized in the Special Conditions of Contract or in the request for bid validity extension, as applicable.

I.21 Change Orders

1. APHC may, at any time, by written order given to the Vendor, make changes within the general scope of the Contract in any of the following areas:
 - a. Drawings, designs, or specifications, where the goods to be supplied under the Contract are to be specifically manufactured for APHC;

Procurement of Extra Monitor + 4 port HDMI Splitter/Extension/Distribution Unit for the use of District Judiciary

- b. The method of shipment or packing;
- c. The place of delivery and/or the services to be provided by the Vendor.
2. If any such change causes an increase or decrease in the cost or the time required for the Vendor's performance of any provisions under the contract, an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall be amended accordingly.
3. Any claims by the Vendor for adjustment under this clause must be asserted within thirty (30) days from the date of the Vendor's receipt of the change order.

I.22. Contract Amendment

No variation or modification of the terms of the Contract shall be made except by written amendment signed by both parties.

I.23. Assignment

The Vendor shall not assign, in whole or in part, its obligations under this Contract except with the prior written consent of APHC.

I.24 Subcontracts

The Vendor shall notify APHC in writing of all subcontracts awarded under this contract if not already specified in the bidder's proposal. Such notification, whether in the original bid or later, shall not relieve the Vendor of any liability or obligation under the contract. Subcontracts shall only be for bought-out items and sub-assemblies.

I.25. Delays in the Supplier's Performance

1. Delivery of the goods and performance of the services shall be made by the Vendor in accordance with the time schedule specified by APHC in the specifications.
2. If, at any time during the performance of the Contract, the Vendor or its subcontractor(s) encounters conditions that impede timely delivery of the goods and performance of services, the Vendor shall promptly notify APHC in writing of the delay, its likely duration, and its cause(s). As soon as practicable after receipt of the Vendor's notice, APHC shall evaluate the situation and may, at its discretion, extend the Vendor's time for performance, with or without liquidated damages.
3. A delay by the Vendor in the performance of its delivery obligations shall render the Vendor liable to the imposition of appropriate liquidated damages unless an extension of time is agreed upon by APHC without liquidated damages.

I.26. Liquidated Damages

If the Vendor fails to deliver any or all of the goods or perform the services within the time period(s) specified in the Contract, APHC shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the terms indicated in the bid document, until actual delivery or performance, subject to a maximum limit. Once the maximum is reached, APHC may consider termination of the contract.

I.27. Termination for Default

1. APHC, without prejudice to any other remedy for breach of Contract, may terminate the Contract in whole or in part by written notice of default sent to the Vendor if:
 - a. The Vendor fails to deliver any or all of the goods/services within the time period(s) specified in the contract, or within any extension granted by APHC pursuant to Clause 25 of the GCC; or
 - b. The Vendor fails to perform any other obligation(s) under the Contract; or
 - c. The Vendor, in the judgment of APHC, has engaged in corrupt or fraudulent practices in competing for or executing the Contract.

2. In the event APHC terminates the contract in whole or in part, APHC may procure, upon terms and in a manner it deems appropriate, goods or services similar to those undelivered, and the Vendor shall be liable for any excess costs for such similar goods or services. However, the Vendor shall continue performance of the contract to the extent not terminated.

I.28 Force Majeure

1. The Vendor shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if the delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
2. For the purposes of this clause, "Force Majeure" means an event beyond the control of the Vendor, not involving the Vendor's fault or negligence, and not foreseeable. Such events may include, but are not limited to, acts of APHC in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
3. If a Force Majeure situation arises, the Vendor shall promptly notify APHC in writing of the condition and the cause. Unless otherwise directed by APHC in writing, the Vendor shall continue to perform its obligations under the Contract as far as reasonably practical and seek all reasonable alternative means for performance not prevented by the Force Majeure event.

I.29. Termination for Insolvency

APHC may, at any time, terminate the contract by giving thirty (30) days written notice to the Vendor if the Vendor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Vendor, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to APHC.

I.30. Termination for Convenience

1. APHC may, at any time, terminate the Contract, in whole or in part, for its convenience by giving thirty (30) days written notice to the Vendor. The notice of termination shall specify that the termination is for APHC's convenience, the extent to which performance of the Vendor under the Contract is terminated, and the date upon which the termination becomes effective.
2. Goods that are complete and ready for shipment within thirty (30) days after the Vendor's receipt of notice of termination shall be accepted by APHC at the contract terms and prices. For the remaining goods, APHC may elect to have any portion completed and delivered at the contract terms and prices at its discretion.

I.31. Resolution of Disputes

1. APHC and the Vendor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.
2. If, after thirty (30) days from the commencement of such informal negotiations, APHC and the Vendor have been unable to resolve the dispute amicably, either party may require that the dispute be referred for resolution to the formal mechanisms specified herein. These mechanisms may include, but are not limited to, conciliation mediated by a third party.
3. The dispute resolution mechanism shall be as follows:
 - o In case of a dispute or difference arising between APHC and the Vendor relating to any matter arising out of or connected with this agreement, such disputes or differences shall be settled in accordance with the Arbitration and Conciliation Act of India, 1996.

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- In case of any dispute between the parties with regard to any of the terms of the contract, an Arbitrator may be appointed as per the Arbitration and Conciliation Act, 1996. Both parties may appoint a Consent Arbitrator; if not appointed, the Arbitrator may be appointed by an Order of the Court.
4. Jurisdiction: The place of arbitration shall be Amaravati.

I.32. Governing Language

The contract shall be written in English or Telugu. All correspondence and other documents pertaining to the contract exchanged between the parties shall be in the same language.

I.33. Applicable Law

The contract shall be interpreted in accordance with the relevant Indian laws.

I.34. Notices

1. Any notice given by one party to the other pursuant to this contract shall be sent in writing or by telex, email, cable, or facsimile and confirmed in writing to the other party's address.
2. A notice shall be effective when delivered or tendered to the other party, whichever is earlier.

I.35. Taxes and Duties

The Vendor shall be entirely responsible for all taxes, duties, license fees, octroi, road permits, and any other charges, including future taxes as per prevailing laws established by the Government, incurred until delivery of the contracted goods/services at the site of the user or as specified in the tender document, if mentioned.

I.36. Licensing Considerations

The software specified in the Schedules of Requirement will be used throughout Andhra Pradesh and at the user's sites, even those outside Andhra Pradesh.

I.37. Protection Against Damages – Site Conditions

1. The system shall be designed to withstand damage during power failures and trip outs. The normal voltage and frequency conditions available at the site are:
 - a. Voltage: 230 Volts
 - b. Frequency: 50 Hz
2. Locations may experience low voltage conditions (as low as 160 volts) and high voltage conditions (up to 220 + 20% volts). Frequency may vary by $\pm 2\%$ from 50 Hz. The ambient temperature may range from 10°C to 48°C, and relative humidity may range from 5% to 95%.
3. The goods supplied under the contract should be protected against damage under these conditions.

I.38 Fail-Safe Procedure

The Vendor should detail the fail-safe procedures for the following:

1. Power failure
2. Voltage variation
3. Frequency variation
4. Temperature and humidity variations

I.39. Training:

For each hardware and software component installed, for the devices, the Vendor may be required to train the designated APHC and user personnel to enable them to effectively operate the total system. The training, if required, shall be given, as specified in the SCC at the locations specified. The training schedule will be agreed to by both parties during the performance of the Contract.

I.40. Site Preparation and Installation:

The Purchaser is solely responsible for the construction of the installation sites except where it is specifically required under bid document. The bidder will designate to perform a site inspection to verify the appropriateness of the sites before the installation of every hardware related item

Section J – Special Conditions of Proposed Contract (SCC)

Section K – Model Contract Form

Contract Ref No: _____

THIS AGREEMENT is made on ____ day of _____

BETWEEN

1. *The Registrar (IT-cum-CPC), High Court Andhra Pradesh, 2nd Floor, Interim Judicial Complex, Nelapadu, Amaravati, Guntur District -522202, Andhra Pradesh, India (hereinafter called “the Purchaser”), on behalf of High Court of AP and*
2. _____ a company incorporated under the laws of India and having its registered office at _____. (Hereinafter called “the Supplier”).

WHEREAS the Purchaser invited bid for certain goods and ancillary services viz., *Supply, delivery and Installation of _____ for supply at _____* and has accepted a bid by the Supplier for the supply of those goods and services in the sum of Rs. _____ (_____.) including all taxes and duties (hereinafter called as “the Contract Price”)

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Conditions of bid document referred to

1. Scope of the Work

Brief outline of the work: *To Supply, Delivery & Installation of devices/products/items as per the staggered orders issued time to time during the contract period _____ at _____.* The detailed scope is as covered in RFP and subsequent clarifications.

2. Contract Documents

2.1. Contract Documents

The following documents shall constitute the Contract between the User and the Supplier, and each shall be read and construed as an integral part of the Contract:

- I. This Contract Agreement and the Annexures attached to the Contract Agreement
- II. Notification of award
- III. Minutes of CPC meeting held on _____
- IV. Pre-bid conference minutes
- V. Bid document Ref No. _____ Dt. _____

2.2. Order of Precedence

In the event of any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the order in which the Contract Documents are listed in 2.1(Contract Documents) above, provided that Schedule of Amendments contained in Annexure IV shall prevail over all provisions of the Contract Agreement and the other Appendices attached to the Contract Agreement and all the other Contract Documents listed in 2.1 above.

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3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
- 5.1. Brief particulars of the goods and services which shall be supplied /provided by the supplier are as under:

Sl. No	Solution, Service, or Material	Max. Qty	Unit Price
1.			
2.			
3.			
	Grand Total		

5.2 DELIVERY SCHEDULE : _____
5.3 WARRANTY: : _____
5.4 SUPPLIERS RESPONSIBILITY : _____
5.5 UP TIME % : : _____
5.6 EXIT CLAUSE : : _____
5.7 PAYMENT TERMS : _____

IN WITNESS WHEREOF the Purchaser and the Supplier have caused this Agreement to be duly executed by their duly authorized representatives the day and year first above written.

For and on behalf of the Purchaser

Signed: _____
In the capacity of the Registrar (IT-cum-CPC), High Court of Andhra Pradesh, in the presence of _____ For and on behalf of the Supplier.

Signed: _____
in the capacity of-----, M/s. _____

in the presence of _____

Items	Configuration Required	Qty	Unit Price

Section L – Annexure

Annexure I – Bid Security (EMD) BG Form

Tender ROC.No.2423/2023-CPS- Extra Monitor + 4 Port HDMI Splitter/Extension/Distribution Unit for the use of District Judiciary.

Bid Security (EMD) Form

(To be issued by a bank scheduled in India and having at least one branch in Vijayawada or Guntur town)

Whereas..... (Here in after called “the Bidder”) has submitted its bid
Dated (Date) for the execution of..... (Here in after called “the Bid”)

KNOW ALL MEN by these presents that We of having our registered office at..... (hereinafter called the “Bank”) are bound into the High Court of Andhra Pradesh. (hereinafter called “The APHC”) in the sum of for which payment well and truly to be made to the said APHC itself, its successors and assignees by these presents.

The conditions of this obligation are:

1. If the bidder withdraws its bid during the period of bid validity or
2. If the bidder, having been notified of the acceptance of its bid by the APHC during the period of bid validity:
 - a. fails or refuses to execute the contract form if required; or
 - b. fails or refuses to furnish the performance security, in accordance with the bid requirement;
 - c. Submits fake documents.

We undertake to pay the APHC up to the above amount upon receipt of its first written demand, without the APHC having to substantiate its demand, provided that in its demand the APHC will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 45 days after the period of the bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

Place:
Date:

Signature of the Bank
and seal.

Annexure II – Performance Security BG Form

Tender ROC.No.2423/2023-CPS- Extra Monitor + 4 Port HDMI Splitter/Extension/Distribution Unit for the use of District Judiciary.

Performance Security Form

(To be issued by a bank scheduled in India and having at least one branch in Vijayawada or Guntur town)

To: (Address of APHC)

WHEREAS..... (Name of Vendor) hereinafter called "the Vendor" has undertaken, in pursuance of Contract No..... Dated ... (Date), to supply..... called "the Contract".

AND WHEREAS it has been stipulated by you in the said Contract that the Vendor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

WHEREAS we have agreed to give the Vendor a Guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Vendor, up to a total of Rs. and we undertake to pay you, upon your first written demand declaring the Vendor to be in default under the Contract and without cavil or argument, any sum or sums within the limit of Rs..... . (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the day of..... (Date)

Place:

Procurement of Extra Monitor + 4 port HDMI Splitter/Extension/Distribution Unit for the use of District Judiciary

Annexure III – Model Installation cum AT Report

(On Company Letterhead with other statutory details)

IR No.,

IR date

Office Name & Location:

1. Extra Monitor + 4 Port HDMI Splitter/Extension/Distribution:

Qty: 51

S.NO.: (Attach separate sheet quantity is more)

SN	Complete specifications as per RFP/Tender Document are to be mentioned such as	Functionality
1	Please include All Specifications As per Section D Item wise and include amendments if any	

General Remarks:

Signature of Installation Engineer
Name
Contact No.

Signature of Dept. Official
with Name, Contact No., Seal & Date

Annexure IV- Delivery Locations

S.NO	NAME OF THE DISTRICT	Locations
1		Location wise details will be provided while issuing the Purchase Order
2		

Note :Delivery locations may be adjusted according to the High Court's preferences. Any change in the locations will be intimated at the time of issuing Purchase Order / the time of delivery of the product.

Annexure – V

Amendments & Other Documents

S. No.	Amendment No	Date	Amendment Description

Section M – Bid Forms

Bid Letter Form

From:
(Registered name and address of the bidder.)

To:
The Registrar (IT-cum-CPC)
High Court of Andhra Pradesh,
2nd Floor, Interim Judicial Complex, Nelapadu
Amaravati-**522237**, Guntur District,
Andhra Pradesh, India.
Email: cpc-ap@aij.gov.in

Sir/Madam,

Having examined the bidding documents and amendments there on, we the undersigned, offer to provide services/execute the works including supply, delivery installation of hardware, firm wares and software as the case may be, in conformity with the terms and conditions of the bidding document and amendments there on, for the following project in response to your tender call no ROC.No.2423/2023-CPS **Extra Monitor + 4 Port HDMI Splitter/Extension/Distribution Unit** for the use of District Judiciary.

Project title: Procurement of Extra Monitor + 4 port HDMI Splitter/Extension/Distribution Unit for the use of District Judiciary.

We undertake to provide services/execute the above project or its part assigned to us in conformity with the said bidding documents for an amount quoted in financial bid accordance with the schedule of prices attached herewith and coverage options made by APHC or its user organization.

If our bid is accepted, we undertake to;

- a. provide services/execute the work according to the time schedule specified in the bid document,
- b. obtain the performance guarantee of a bank in accordance with bid requirements for the due performance of the contract, and
- c. agree to abide by the bid conditions, including pre-bid meeting minutes if any, which remain binding upon us during the entire bid validity period and bid may be accepted any time before the expiration of that period.

We understand that you are not bound to accept the lowest or any bid you may receive, nor to give any reason for the rejection of any bid and that you will not defray any expenses incurred by us in bidding.

Place:
Date:

Bidder's signature
and seal.

Procurement of Extra Monitor + 4 port HDMI Splitter/Extension/Distribution Unit for the use of District Judiciary

Form P-1: Bidder Information, Company Registration Certificate

1	Name of the organization	
2	Company Registration Certificate	
3	Year of establishment	
4	Registered Office Address	
5	Phone No.	
6	Fax No.	
7	Email	
8	Contact person details with phone No.	
9	Total No of branch offices in Andhra Pradesh	
10	No. of Support Engineers in AP Head Office	
11	Whether Manufacture?	If Yes Provide relevant documents
12	Whether Authorized Dealer / Service Provider?	If Yes Provide relevant documents
13	Details of EMD furnished	
14	Details of certificates enclosed.	

****Supporting documents to be attached along with Company Registration certificate***

Place:
Date:

Bidder's signature
and seal.

Form P-2: Office in Andhra Pradesh with GST details

S. No.	Office in AP details	GST No.

*In case of GST

is not available Pl. submitting undertaking as per Pre-Qualification No. 2

Procurement of Extra Monitor + 4 port HDMI Splitter/Extension/Distribution Unit for the use of District Judiciary

Form P-3: Manufacturer Authorization Forms (MAF) on OEM Letter Head:

S. No	Item Details	MAF to be submitted
1	Extra Monitor + 4 Port HDMI Splitter/Extension/Distribution	YES

Note: MAF to be submitted for the above item.

Format: Manufacturer's Authorization Form

ROC.No.2423/2023-CPS – Extra Monitor + 4 Port HDMI Splitter/Extension/Distribution Unit for the use of District Judiciary.

Manufacturer Authorization

The authorization should be in the nature of a letter, memorandum or certificate regularly granted by the manufacturer to its channel partners, authorized solution providers, system integrators, distributors, etc. or a specific letter issued for purposes of this bid. Such communication should include statements / undertakings from the said manufacturer to the following effect:

1. Guarantee and warranty coverage in respect of the goods and services manufactured by the said manufacturer shall be honored by that manufacturer, their channel partners, distributors, authorized service centers as the case may be.
2. The manufacturer updates the bidder and their technical personnel with relevant technical literature, training and skill transfer workshops etc. on a regular basis.
3. The manufacturer provides back to back technical support to the said bidder on a continuing basis.
4. The said bidder is authorized to provide service and solutions using hardware, firmware and software as the case may be.

Note:

The letter of authority should be signed by a person competent and having the power of attorney to bind the manufacturer.

Form P-4: Details of service centers in Andhra Pradesh or undertaking:

S.No	Full Address of service center	Contact person with phone No.	No. of support engineers
A	B	C	D

Form P-5: Bidder Turnover Positive net worth Details:

Turnover details as per pre-qualification criteria mentioned in Section B of this document (taking in to consideration all the amendments issued to this document if any) are to be provided along with **supporting documents**.

Turnover Details

Sl. No.	Financial Year	Turnover of the bidder in Rs.	Profit after Tax (Rs.)	Net worth in Rs.
	(1)	(2)	(3)	(4)
1				
2				
3				

** Audited Balance Sheet (P&L Account) along with ITR duly certified by the Auditor should be enclosed*

Place:
Date:

Bidder's signature
and seal.

Form P-6: Bidder/OEM sales:

i.e. Last three FY sales (Item wise to be furnished along with P.O)

S.No	Customer Address	Full Year supply	Items supplied to the customer	Qty
A	B	C	D	

Place:
Date:

Bidder's signature
and seal.

Form P-7 : Declaration Regarding Clean Track Record

To
The Registrar (IT-cum-CPC)
High Court of Andhra Pradesh,
2nd Floor, Interim Judicial Complex, Nelapadu,
Amaravati-522237, Guntur District,
Andhra Pradesh, India

Sir/Madam,

I have carefully gone through the Terms & Conditions contained in the RFP Document [No._____]. I hereby declare that my/our Company/Consortium Partners has not been debarred/ black listed as on Bid calling date by any State Government, Central Government, Central & State Govt. Undertakings/enterprises/Organizations and by any other Quasi Government Bodies/Organizations, in India for non-satisfactory past performance, corrupt, fraudulent or any other unethical business practices. I further certify that I am competent/authorized officer in my/our company to make this declaration.

Yours faithfully,

(Signature of the Bidder)
Printed Name
Designation
Seal
Date:
Business Address:

Form P-8 : Undertaking in compliance with GFR Rule 144(xi) - By OEM Only

Ref:

Date:

To
The Registrar (IT-cum-CPC)
High Court of Andhra Pradesh,
2nd Floor, Interim Judicial Complex, Nelapadu,
Amaravati-522237, Guntur District,
Andhra Pradesh, India

Dear Sir/Madam,

Sub: Tender for Supply and Commissioning Extra Monitor + 4 Port HDMI
Splitter/Extension/Distribution Unit for the use of District Judiciary- Regarding.

Ref: Tender Reference _____

I/We, < Bidder / OEM Name> have read the clause regarding restrictions on procurement from a Bidder/ OEM of a Country which shares a land border with India.

I/We hereby certify that I/We, <OEM/Bidder Name> is not from any such country or, if from such a Country, has been registered with the following Competent Authority:

1. Details of competent authority:
2. Registration Certificate Ref. No.: _____ (copy to be enclosed)
3. Products for which registered: (registration should be valid for the offered product)

I/We hereby certify that I/We in the event of becoming a successful bidder shall not sub-contract works to any Contractor from a Country which shares a land border with India unless such Contractor is registered with the Competent Authority, as per GFR rule 144(xi).

I understand that the submission of incorrect data and / or if certificate / declaration given by M/s _____ (name of bidder entity) is found to be false, this would be a ground for debarment and further legal action in accordance with law as per Clause 18 of Procurement Policy Division OM No.F.7/10/2021-PPD dated 23.02.2023.

I/We hereby certify that I/We fulfill all requirements in this regard and eligible to be considered

For <OEM/Bidder>

Authorized signatory:

Name of the authorized person:

Designation:

Name of Bidder: Stamp of Bidder:

NOTE:

1. The letter should be submitted on the Letter head of the Bidder / OEM and should be signed by the Authorized signatory.
2. Any deviation would lead to summary rejection of bids.
3. Where Applicable, evidence of valid registration of the Competent Authority shall be attached.

Form P-9: Eligibility Declarations

(To be submitted as part of Technical bid)

(On Company Letter-head)

(Along with supporting documents, if any)

Tender No./ xxxx; Tender Title: _____ Name _____

[Address and Contact Details]

Bidder's Reference No. _____ Date.....

Note: The list below is indicative only. You may attach more documents as required to confirm your eligibility criteria.

Eligibility Declarations

(Please tick appropriate boxes or cross out any declaration not applicable to the Bidder)

We hereby confirm that we are complying with all the stipulations of and declare as under and shall provide evidence of our continued eligibility to the APHC as may be requested:

1. Legal Entity of Bidder: _____

2.OEM/ Manufacturer/ Agent/ Dealership Status: _____

3.We ☐are/ ☐ are not a Joint Venture (JV) _____

4.We solemnly declare that we (including our affiliates or subsidiaries or constituents):

a. are not insolvent, in receivership, bankrupt or being wound up, not have our affairs administered by a court or a judicial officer, not have our business activities suspended and are not the subject of legal proceedings for any of these reasons;

b.(including our Contractors/ subcontractors for any part of the contract):

(i) Do not stand declared ineligible/ blacklisted/ banned/ debarred by the Procuring Organization or its Ministry/ Department from participation in its Tender Processes; and/ or

(ii) Are not convicted (within three years preceding the last date of bid submission) or stand declared ineligible/ suspended/ blacklisted/ banned/ debarred by appropriate agencies of Government of India from participation in Tender Processes of all of its entities, for offences mentioned in Tender Document in this regard. We have neither changed our name nor created a new "Allied Firm", consequent to the above disqualifications. Tender No. _____ APHC

c. Do not have any association (as bidder/ partner/ Director/ employee in any capacity) with such retired public official or near relations of such officials of APHC, as counter-indicated, in the Tender Document.

d. We certify that we fulfil any other additional eligibility condition if prescribed in Tender Document.

e. We have no conflict of interest, which substantially affects fair competition. The prices quoted are competitive and without adopting any unfair/ unethical/ anti-competitive means. No attempt has been made or shall be made by us to induce any other bidder to submit or not to submit an offer to restrict competition.

5. Restrictions on procurement from bidders from a country or countries, or a class of countries under Rule 144 (xi) of the General Financial Rules 2017: We certify as under:

"We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries, and solemnly certify that we fulfil all requirements in this regard and are eligible to be considered. We certify that:

a. we are not from such a country or, if from such a country, we are registered with the Competent Authority (copy enclosed). and;

b. we shall not subcontract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.

6. MSME Status:

Having read and understood the Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 (as amended and revised till date), and solemnly declare the following:

- a) We are - Micro/ Small/ Medium Enterprise/ SSI/ Govt. Deptt. / PSU/ Others:.....
- b) We attach herewith, Udhya Registration Certificate with the Udhya Registration Number as proof of our being MSE registered on the Udhya Registration Portal. The certificate is the latest up to the deadline for submission of the bid.
- c) Whether Proprietor/ Partner belongs to SC/ ST or Women category. (Please specify names and percentage of shares held by SC/ ST Partners):.....

7. Start-up Status:

we confirm that we ☐ are/ ☐ are not a Start-up entity as per the definition of the Department of Promotion of Industrial and Internal Trade – DPIIT.

8. Make in India Status:

Having read and understood the Public Procurement (Preference to Make in India PPP - MII) Order, 2017 (as amended and revised till date) and related Procurement of GOODS Form P9: Notifications from the relevant Nodal Ministry/ Department, and solemnly declare the following:

(a) Self-Certification for the category of suppliers:

(Provide a certificate from statutory auditors/ cost accountant in case of Tenders above Rs 10 Crore for Class-I or Class-II Local Suppliers). Details of local content and location(s) at which value addition is made are as follows:

Local Content and %age	
Location(s) of value addition	

Therefore, we certify that we qualify for the following category of the supplier (tick the appropriate category):

- ☐ Class-I Local Supplier/
- ☐ Class-II Local Supplier/
- ☐ Non-Local Supplier.

(b) We also declare that

- ☐ There is no country whose bidders have been notified as ineligible on a reciprocal basis under this order for an offered Goods, or
- ☐ We do not belong to any Country whose bidders are notified as ineligible on a reciprocal basis under this order for the offered Goods.

9. Penalties for false or misleading declarations:

We hereby confirm that the particulars given above are factually correct and nothing is concealed and undertake to advise any future changes to the above details. We understand that any wrong or misleading self-declaration would violate the Code of Integrity and attract penalties as mentioned in this Tender Document.

.....
(Signature with date)

.....
(Name and designation)

Duly authorized to sign bid for and on behalf of

.....

[name & address of Bidder and seal of company]

Form P-10: List of major Customers for the Product

Schedule:

S.No	Year	Customer	Project	Scope of the project/works	Value of the Project	Remarks
1						
2						
3						
4						
	Total					

*Valid Supporting documents proofs shall be submitted (Purchase Orders/contract copies)

Place & Date

Bidders Signature and Seal

Form P-11: Product Sales Turnover Details

Schedule:

Product sales turnover details as per pre-qualification criteria of this document (taking in to consideration all the amendments issued to this document if any) are to be provided in the following format along with support documents:

S.No	Year	Customer	Project	Scope of the project/works	Sales	Remarks
1						
2						
3						
4						
	Total					

*Valid Supporting documents proofs shall be submitted (Purchase Orders/contract copies)

Place & Date

Bidders Signature and Seal

Form P-12: Bidder Declaration regarding delivery and installation Commitment – Bidder Letter Head

We, M/s. _____ are committing to delivery and install all the items within 45 days from the date of receipt of Notification of Award / Date of issue of Purchase/Work Order, whichever is earlier as per the delivery and time schedule mentioned in the RFP. Further, we are submitting that we will accept cancellation of Purchase/Work Order / Contract Agreement in such a case and forfeiting of Earnest Money Deposit (EMD).

Your faithfully,

(Signature of the Bidder)
Printed Name & Signature
Seal/Stamp, Date and Business Address

Procurement of Extra Monitor + 4 port HDMI Splitter/Extension/Distribution Unit for the use of District Judiciary

Form T 1 – Technical Compliance Statement

Item wise technical compliance statement as per technical specifications mentioned in Section-D of this document (taking in to consideration all the amendments issued to this document, if any) is to be submitted in the following format:

Schedule-I:

A.1 Extra Monitor + 4 Port HDMI Splitter/Extension/Distribution Unit – (QTY- 51 Nos)

S.NO	Parameters	Detailed Specifications	Compliance (Yes/No)
Monitor			
1	Make	<<Specify>>	
2	Model	<<Specify>>	
3	Type	LCD / TFT non touch	
4	Display Size (diagonally)	23" or higher	
5	Supported native resolution	FHD (1920x1080)	
6	Connectivity	HDMI/HDMI, DVI	
7	Splitter/Extn./Distribution Unit and TCO Certified/DIS certified	Yes	
8	Comprehensive Onsite Warranty	Three (3) Onsite Comprehensive Warranty from L1 by Bidder and L2 by OEM	
HDMI Splitter			
	No of Splitter	2 or more	
8	Resolution	1920 * 1080 FHD or more	
9	Signal Amplification	Built-in	
10	Powered	Yes	
11	Comprehensive Onsite Warranty	Three (3) Onsite Comprehensive Warranty from L1 by Bidder and L2 by OEM	

Place & Date:

Bidder's signature and seal

Note: The bidder should note that the Part Code Nos. of components should be provided in the column of the above table

Form T2 – Model declaration form for undertaking of authenticity for Hardware Supplies

Undertaking of authenticity for Hardware Supplies

1. This has reference to Hardware to be supplied/quoted in case we selected for the RFP Ref. No. _____ dated _____
2. We hereby undertake that all the components/parts/assembly/software used in the Hardware Supplies like **Extra Monitor + 4 Port HDMI Splitter/Extension/Distribution Unit** for the use of District Judiciary shall be original new components/parts/assembly/software from respective OEMs of the products and that no refurbished/duplicate/second-hand components/parts assembly/software are being used or shall be used.
3. We undertake that the supplied equipment will be 100% in accordance with the specifications and features mentioned in the RFP/Tender.
 - a. We will prepare to the annexure to installation report and will be given to installation/service engineers while going for installation of equipment or devices.
 - b. Our Service Engineer/Installation engineer will demonstrate all the features and functions to the end user during the installation and obtain the signature installation report and annexure to the installation report.
4. Should you require, we shall produce certificate from our OEM Supplier in support of above undertaking at the time of delivery. It will be our responsibility to produce such letters from our OEM supplier's within a reasonable time.
5. In case we are found not complying with above at the time of delivery or during installation, for the Hardware already billed, we agree to take back such items if already supplied and return the money if any paid to us by you in this regard.

Authorized Signatory

Name

Designation

Form T3 – Technical Data Sheets, Tech., Literature, Certifications, etc.

Detailed technical documentations, reference to various industry standards to which the products/services included in vendor's offer conform, and literature concerning the proposed solutions, Certifications mentioned in Section-D like ISO, Microsoft, ROHS, FCC etc.

Form T4: Any other related documents copies

Procurement of Extra Monitor + 4 port HDMI Splitter/Extension/Distribution Unit for the use of District Judiciary

Cost Sheet - Form F1

Sl.No.	Item details with make and model	Unit Price without taxes (Rs.)	Taxes/ Duties etc on unit Price (Rs.)	Unit Price with all taxes (Rs.)	QTY (Nos.)	Total price with taxes and duties etc (Rs.)
1	2	3	4	5	6	7
Schedule-I						
Item-1	Extra Monitor + 4 Port HDMI Splitter/Extension/Distribution Unit				51	
	Grand Total Price (Inclusive of all Taxes) (Rs.)					

(Signature of Bidder)

Note: -

1. Evaluation of Financial Bids will be including taxes.
2. L1 will be decided on the Grand Total Price.
3. If the price bid/Cost sheet is attached along with PQ/TQ documents, their bid will be disqualified.

---End of the Document---