

Bid Number: GEM/2022/B/2154214

Dated: 25-05-2022

## **Bid Corrigendum**

#### GEM/2022/B/2154214-C1

Following terms and conditions supersede all existing "Buyer added Bid Specific Terms and conditions" given in the bid document or any previous corrigendum. Prospective bidders are advised to bid as per following Terms and Conditions:

## **Buyer Added Bid Specific Additional Terms and Conditions**

1. Buyer Added text based ATC clauses

Bid Specific MAF to be provided

Universal Port - Type C / Micro USB

## **HIGH COURT ANDHRA PRADESH AT AMARAVATI**

# **Buyer Added Bid Specific Additional Terms and Conditions:**

- 1. Scope of supply (Bid price to include all cost components): Only supply of Goods.
- 2. OEM Turn over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the OEM is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria. In case of bunch bids, the OEM of CATEGORY RELATED TO primary product having highest bid value should meet this criterion.
- 3. Bidder Turn over Criteria: The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case

the date of constitution / incorporation of the bidder is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

- 4. Equipment offered shall have complete DATA sheets and detailed description on OEM web sites.
- 5. IMPORTED PRODUCTS: In case of imported products, OEM or Authorized Seller of OEM should have a registered office in India to provide after sales service support in India. The certificate to this effect should be submitted.
- 6. The Equipment offered BY the OEM OR equipment of the same series/family FROM the same OEM should have been satisfactorily working IN Government/PSUs/Telecom Service Providers network for at least 06 months in India or Abroad. The certificates from the actual users will have to be submitted offline.
- 7. The OEM should have proven facilities for Training, repair and Service Center Support in India at least for past three years. In case OEM is located outside India, it should have training, repair and service center facilities in India also. The certificates/ Undertaking for the same will have to be submitted offline/online.
- 8. Availability of Service Centers: Bidder/OEM must have a Functional Service Centre(s) in the State of each Consignee's Location in case of carry-in warranty. (Not applicable in case of goods having on-site warranty). If service center is not already there at the time of bidding, successful bidder / OEM shall have to establish one within 30 days of award of contract. Payment shall be released only after submission of documentary evidence of having Functional Service Centre(s).
- 9. Availability of service Centers: Bidder /OEM must have Service Centre In the State of each Consignee's Location.
- 10. Dedicated /toll Free Telephone No. for Service Support: BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.
- 11. Escalation Matrix For Service Support: Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.
- 12. Warranty period of the supplied products shall be 1 (ONE) years from the

date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of 9 to 10 Service Centers near consignee destinations are to be uploaded along with the bid.

- 13. Replacement under warranty clause shall be made by the Seller free of all charges at site including freight, insurance and other incidental charges. During the warranty period, the Seller shall remain responsible to arrange replacement in next Business day (NBD) and for setting right at his own cost any equipment installed by him which is of defective manufacture or design or becomes unworkable due to any cause whatsoever. The decision of the Buyers representative in this regard to direct the contractor to attend to any damage or defect in work shall be final and binding on the Seller.
- 14. Bidder should be the Original Equipment Manufacturer. Letter of incorporation shall be submitted.
- 15. Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.
- 16. The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.
- 17. To be eligible for award of contract, Bidder / OEM must possess following Certificates / Test Reports on the date of bid opening (to be uploaded with bid): Test certificates, MAF, BIS, ISO.
- 18. Arbitration:- If any dispute or difference of opinion arises between parties concerning the terms of agreement or either respective rights, responsibilities, or liabilities, then the parties shall meet and try to settle these amicably. If the parties fail to reach an amicable settlement within a reasonable time, the dispute, doubt or difference of opinion shall be referred to arbitration of a sole arbitrator to be nominated by the High Court of Andhra Pradesh. The decision of the arbitrator shall be conclusive, final and binding on both the parties. The jurisdiction of the Court will be in the State of Andhra Pradesh.

- 19. No alternative offer shall be considered.
- 20. HIGH COURT reserves the right to cancel/withdraw this invitation without assigning any reason(s) for such decision. Such decision will not incur liability whatsoever on the part of High Court consequently.
- 21. HIGH COURT reserves the right to accept/reject any bid and to cancel bidding process at any time and reject all bids, at any time prior to placement of order, without thereby incurring any liability.
- 22. Any clarification on the documents may be obtained from the Joint Registrar attached to Computer Section, High Court of Andhra Pradesh at the address given below during office hours:

The Joint Registrar, Computer Section

First floor, interim judicial complex,

High Court of Andhra Pradesh,

Nelapadu, Guntur District, Andhra Pradesh,

Ph.No.0863-2372727.

Note: Treat the quantity as 1872 instated of 1878.

## **Disclaimer**

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specification and / or terms and conditions governing the bid. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents / clauses shall also be null and void.

This Bid is also governed by the General Terms and Conditions

<sup>\*</sup>This document shall overwrite all previous versions of Bid Specific Additional Terms and Conditions.