



ODISHA STATE AGRICULTURAL MARKETING BOARD

Plot No.1800(P), Baramunda, Post-Khandagiri, Near Indian Oil Petrol Pump Bhubaneswar

Ph. No.0674-2351311, Fax : 0674-2351316,

Email : osamboard99@yahoo.com, Website : www.osamboard.org

No. 2717 / Date 15.09.2018

2nd Corrigendum to the DTCN Reference No. OSAMB/2017-18/MKT-I/2634 dtd. 06.09.2018

Sl. No.	DTCN Document Page No.	Reference Clause No. / Description	Existing Clause	Amended Clause
1	Page No. 9	2.2.2	Rate Contract: This is a Rate contract Bid, the rate of which will be valid for a period of one year from the date of finalization of rate contract. However, the approx. quantity requirement is mentioned in the Schedule of Requirement – Section IV, which may increase or decrease by 15%. The bidders are expected to quote their best rates for the mobile phone as per the technical specifications. During the rate contract period, only OSAMB is authorized to place purchase orders for the supply of the mobile phone procured under this bid during the validity of the rate contract period.	Rate Contract: This is a Rate contract Bid, the rate of which will be valid for a period of one year from the date of finalization of rate contract. However, the approx. quantity requirement is mentioned in the Schedule of Requirement – Section IV, which may increase or decrease substantially depending on the lowest quoted price. OSAMB has a budget of Rs. 6 crores for the procurement. The bidders are expected to quote their best rates for the mobile phone as per the minimum technical specifications. Selected bidder shall be required to give an undertaking that it has not sold the quoted model at a rate below the quoted rate to any Govt./Private Organization. During the rate contract period, only OSAMB is authorized to place purchase orders for the supply of the mobile phone procured under this bid during the validity of the rate contract period.
2	Page No. 15	5.2.1	Manufacturers are eligible to participate in the bid provided, they fulfill the following conditions:	Manufacturers /OEMs are eligible to participate in the bid, provided they fulfill the following conditions:
3	Page No. 15	5.2.1 (i)	In case of manufacturer, they will have to furnish the manufacturer's form as per Format T5	In case of manufacturer /OEM , they will have to furnish the manufacturer's /OEM's form as per Format T5
4	Page No. 15	5.2.1 (ii)	Valid ISO certificate (of the Manufacturer)	Valid ISO 9001 certificate with product certification of ROHS (of the Manufacturer / OEM)

5	Page No. 15	5.2.1 (iii)	Should have proof of supply 50% of the required quantity of value at-least Rupees one crore (as mentioned in schedule of requirement) or any quantity where the requirement quantity is one (executed directly by manufacturer) of the Item(s) mentioned in the schedule of requirement to Central Govt. / State Govt. / any Govt. organization / PSU in India and purchase order copies in support of that in last 3 Financial years i.e. 2014-15, 2015-16 and 2016-17 (As per Format T7)	Should have proof of supply 50% of the required quantity of value at-least Rupees one crore (as mentioned in schedule of requirement) or any quantity where the requirement quantity is one (executed directly by manufacturer / OEM) of the Item(s) mentioned in the schedule of requirement to Central Govt. / State Govt. / any Govt. organization / PSU in India and purchase order copies in support of that in last 3 Financial years i.e. 2015-16, 2016-17 and 2017-18 (As per Format T7)
6	Page No. 15	5.2.1 (iv)	Proof of average annual turnover of Manufacturers of Rs. 18 Crores or more in the last 3 financial years i.e. 2014-15, 2015-16 and 2016-17 and it should be certified by the Chartered Accountant as per the format at Format T6 .	Proof of average annual turnover of Manufacturers / OEMs of Rs. 18 Crores or more in the last 3 financial years i.e. 2015-16, 2016-17 and 2017-18 and it should be certified by the Chartered Accountant as per the format at Format T6 .
7	Page No. 15	5.2.1 (vi)	Bidder / manufacturer who has been blacklisted / debarred/banned by any other State Government / Central Govt. Organization / and or convicted by any court of law due to (a) Service or quality failure of the equipment(s) supplied (b) Submission of fake or forged documents (c) Submission of incorrect information / Suppression of vital information & facts/misrepresentation of quality certificates (d) Non performance or non supply can't participate in the tender during the period of blacklisting / debarment/ Banned. Bidder / manufacturing unit which has been blacklisted / debarred/banned for any reasons can't participate in the tender during its operation.	Bidder / manufacturer / OEM who has been blacklisted / debarred/banned by any other State Government / Central Govt. Organization / and or convicted by any court of law due to (a) Service or quality failure of the equipment(s) supplied (b) Submission of fake or forged documents (c) Submission of incorrect information / Suppression of vital information & facts/misrepresentation of quality certificates (d) Non performance or non supply can't participate in the tender during the period of blacklisting / debarment/ Banned. Bidder / manufacturing unit which has been blacklisted / debarred/banned for any reasons can't participate in the tender during its operation.

8	Page No. 23	6.11.2	At any point of time, the Tender Inviting Authority reserves the right to reject the bid if the bidder fails to fulfil the terms & conditions of the bid document including technical specification, furnishing of relevant document & information in the required format of the tender and demonstration to the satisfaction of Tender Inviting Authority. The affidavit (Format T4), Manufacturer's Form (Format T5) must be uploaded with the relevant signature (s) and seals as asked in the format.	At any point of time, the Tender Inviting Authority reserves the right to reject the bid if the bidder fails to fulfil the terms & conditions of the bid document including technical specification, furnishing of relevant document & information in the required format of the tender and demonstration to the satisfaction of Tender Inviting Authority. The affidavit (Format T4), Manufacturer's /OEM's Form (Format T5) must be uploaded with the relevant signature (s) and seals as asked in the format.
9	Page No. 27	6.17.5	Format – T5 (Manufacturer's Form – in case the bidder is the OEM) to be uploaded	Format – T5 (Manufacturer's /OEM's Form) to be uploaded
10	Page No. 28	6.17.7	Copies of the annual audited statements/ Annual Reports for 2014-15, 2015-16, 2016-17 (Provisional statement of account shall not be considered). to be uploaded	Copies of the annual audited statements/ Annual Reports for 2015-16, 2016-17, 2017-18 (Provisional statement of account shall not be considered). to be uploaded
11	Page No. 28	6.17.13	Copy of Quality Certificates (valid ISO) of the product/ organization (As per Section VII - Technical Specification). to be uploaded	Copy of Quality Certificates (valid ISO-9001 with product certification of ROHS) (As per Section VII - Technical Specification). to be uploaded
12	Page No. 28	6.17.16	Copies of IT Returns of the financial years 2014-15, 2015-16, 2016-17 to be uploaded	Copies of IT Returns of the financial years 2015-16, 2016-17, 2017-18 to be uploaded
13	Page No. 28	Format-T1 SI. No. 10	Copies of the annual audited statements / Annual Reports for the financial years 2014-15, 2015-16 & 2016-17 (Provisional statements of accounts shall not be considered)	Copies of the annual audited statements / Annual Reports for the financial years 2015-16, 2016-17 & 2017-18 (Provisional statements of accounts shall not be considered)

14	Page No. 36	6.29.2	100% the cost of the Product shall be paid to the supplier on completion of full delivery of ordered quantity and satisfactory quality of supplies by way of demonstration of specified no. of pieces supplied. The bidder will raise its invoice on completion of Contract during this period duly accompanied by evidences of delivery after fulfillment of contractual obligations.	90% the cost of the Product shall be paid to the supplier within 30 days on completion of full delivery of ordered quantity and satisfactory quality of supplies by way of demonstration of specified no. of pieces supplied, submission of in-house inspection/quality certification reports. Balance 10% shall be paid to the supplier after 60 days of completion of full delivery. If during this period any manufacturing defects or breakage / spoilage attributable to improper packaging / handling / transportation at the level of supplier are noticed, it shall be obligatory for the supplier to replace those sets and in the event of noncompliance deduction shall be made from the balance dues. The bidder will raise its invoice on completion of Contract during this period duly accompanied by evidences of delivery after fulfillment of contractual obligations.
15	Page No. 36	6.28.6	New clause added after 6.28.5	The Manufacturing date of the mobile phones must be within 6 (six) months from the date of delivery.
16	Page No. 37	6.31	The bidder shall guarantee for satisfactory performance of the equipments / materials for a minimum period of 12 months for Mobile Phones and their accessories Including batteries. This covers all manufacturing and workmanship defects. All warranty services are to be made available in all district of Odisha and/or Bhubaneswar. In the event of any defect in the equipment/ materials arising out of faulty design, inferior quality of raw material used or bad workmanship within the warranty period, the Seller shall guarantee to replace/ repair to the satisfaction of the Purchaser the defective equipments free of cost. Should however, the	The bidder shall guarantee for satisfactory performance of the equipments / materials for a minimum period of 12 months for Mobile Phones and their accessories Including batteries. This covers all manufacturing and workmanship defects. All warranty services are to be made available in all district of Odisha and/or Bhubaneswar. In the event of any defect in the equipment/ materials arising out of faulty design, inferior quality of raw material used or bad workmanship within the warranty period, the Seller shall guarantee to replace/ repair to the satisfaction of the Purchaser the defective equipments free of cost.

			<p>manufacturer fails to do so within a reasonable time, the Purchaser reserves the right to recover the amount from the seller either from the bills pending or may recover from the Performance Guarantee submitted by the firm. Seller shall give a Performance Bank Guarantee in favour of the Purchaser for as applicable of the order value valid for 180 days over and above the warranty obligation. If during the defect liability period any services performed found to be defective, these shall be promptly rectified by seller at its own cost, on the instruction of Purchaser.</p>	<p>Should however, the manufacturer /OEM fails to do so within a reasonable time, the Purchaser reserves the right to recover the amount from the seller either from the bills pending or may recover from the Performance Guarantee submitted by the firm. Seller shall give a Performance Bank Guarantee in favour of the Purchaser for as applicable of the order value valid for 180 days over and above the warranty obligation. If during the defect liability period any services performed found to be defective, these shall be promptly rectified by seller at its own cost, on the instruction of Purchaser.</p>
17	Page No. 37	6.31.3	<p>Each pack of mobile phone supplied shall carry a stamped warranty card certificate from the manufacturer for a period of one year from the date of delivery of the mobile phone with accessories to OSAMB, which shall be the document on basis of which a user will be able to avail obligations/ services from manufacturer at declared service centres as per the terms and conditions of warranty agreed between the supplier and purchaser as per this tender. A warranty certificate for entire supply order shall be jointly signed between representative of TIA and supplier as per Annexure-II.</p>	<p>Each pack of mobile phone supplied shall carry a stamped warranty card certificate from the manufacturer / OEM for a period of one year from the date of delivery of the mobile phone with accessories to OSAMB, which shall be the document on basis of which a user will be able to avail obligations/ services from manufacturer / OEM at declared service centres as per the terms and conditions of warranty agreed between the supplier and purchaser as per this tender. A warranty certificate for entire supply order shall be jointly signed between representative of TIA and supplier as per Annexure-II.</p>
18	Page No. 46	Section VII Technical specifications	<p>General features : Handset Color : Black color with Govt. of Odisha Logo (white) at back side of the Handset.</p>	<p>General features : Handset Color : Any color with prominent Govt. of Odisha Logo at back side of the Handset.</p>
19	Page No. 46	Section VII Technical specifications	<p>Display Type : IPS LCD / OLED / AMOLED</p>	<p>Display Type : TFT LCD / IPS LCD / OLED / AMOLED</p>
20	Page No. 47	Section VII	<p>Warranty Summary : 1 year replacement warranty by the manufacturer</p>	<p>Warranty Summary : 1 year replacement warranty by the manufacturer /OEM</p>

21	Page No. 47	Section VII Technical specifications	<p>Safety Feature : The battery should not catch fire, smoke or explode in either any of the following cases :</p> <ul style="list-style-type: none"> ▪ Short circuit ▪ Over charge ▪ Over discharge ▪ Heating ▪ Crush ▪ Impact 	<p>Safety Feature : The battery should not catch fire, smoke or explode in either any of the following cases (attributable to manufacturing defects / poor quality of material):</p> <ul style="list-style-type: none"> ▪ Short circuit ▪ Over charge ▪ Over discharge ▪ Heating ▪ Crush ▪ Impact
22	Page No. 47	Section VII Technical specifications	<p>Battery features: Battery Type : Li-ion</p>	<p>Battery features: Battery Type : Li-ion / Li-Polymer</p>
23	Page No. 47	Section VII Technical specifications	<p>Important Notes : Welcome / Splash Screen : Govt. of Odisha Logo.</p>	<p>Important Notes : Welcome / Splash Screen : Govt. of Odisha Logo without rooting.</p>
24	Page No. 49	Format-T 1 Sl. No. 8	Format – T5 (Manufacturer's Form)	Format – T5 (Manufacturer's /OEM's Form)
25	Page No. 50	Format-T 1 Sl. No. 16	Copy of Quality Certificates (valid ISO) of the product / organization (As per Section VII - Technical Specification).	Copy of Quality Certificates (valid ISO-9001 with product certification of ROHS) (As per Section VII - Technical Specification).
26	Page No. 51	Format-T 2 (Column No. 3)	Name of Manufacturer	Name of Manufacturer /OEM
27	Page No. 55, 56, 57, 64	Format T6, T7 & Annexure-II	Format T-6, Format T-7, Annexure-II	Wherever the word manufacturer appears, it may be read as manufacturer / OEM.

28	Page 55	Format T5	Format T5	New Format for T5 has been appended below								
29	Page No. 56	Format-T6	<table border="1"> <thead> <tr> <th><i>Financial Year</i></th> </tr> </thead> <tbody> <tr> <td>2014-15</td> </tr> <tr> <td>2015-16</td> </tr> <tr> <td>2016-17</td> </tr> </tbody> </table>	<i>Financial Year</i>	2014-15	2015-16	2016-17	<table border="1"> <thead> <tr> <th><i>Financial Year</i></th> </tr> </thead> <tbody> <tr> <td>2015-16</td> </tr> <tr> <td>2016-17</td> </tr> <tr> <td>2017-18</td> </tr> </tbody> </table>	<i>Financial Year</i>	2015-16	2016-17	2017-18
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N.B. : Except the above, all other points and conditions of Tender No. OSAMB/2017-18/MKT-I/2634 dtd. 06.09.2018 remain unchanged. Any specific query suggestion submitted by the prospective bidders not addressed in the corrigendum above may be treated as not accepted.

**Sd/-
General Manager
OSAM Boars, Bhubaneswar**

Format – T5

(To be submitted in *Part– I Technical Bid*)

MANUFACTURER'S / OEM's OFFER FORM

*(to be submitted by manufacturer/OEM in a **letterhead**)*

No.

Dated:

To

The General Manager

Odisha State Agricultural Marketing Board,
Bhubaneswar.

Dear Sir / Madam,

Bid Reference No : _____

Equipment Name : _____

1. We _____ declare that we are the manufacturers/OEMs of the above equipment having registered office at _____ (full address with telephone number/fax number & email ID and website), and having factories at _____ / having manufacturing arrangement with M/s _____ having factories at _____ who is manufacturing mobile phones on our behalf as per copy of manufacturing arrangement enclosed.
2. No company or firm or individual have been authorized to bid, negotiate and conclude the contract in regard to this business against this specific bid reference no.
3. We hereby declare that we are willing to provide warranty and after sales service during the period of warranty as per the above bid and also supply spares for a period of 1 years.
4. We also hereby declare that we have the capacity to manufacture / supply the quantity of the mobile phones with all accessories bided within the stipulated time.

(Name)

for and on behalf of M/s. _____

Date:

(Name of manufacturers / OEM)

Place:

Seal

Note: *This letter of authority should be on the **letterhead** of the manufacturing concern and should be signed by a person competent and having the power of attorney to bind the manufacturer.*

(Strikeout whichever is not applicable)