

Electronics Corporation of Tamil Nadu Limited, Chennai 600 035				
Supply and Commissioning of Laptop Computers throughout the State of Tamil Nadu				
Tender Ref: ELCOT/PID/ICB/LTC/P-VII,VIII,IX/2018-2019 Due on 15-11-2018 at 4.00 p.m				
Corrigendum - 1 Dated 12/11/2018				
Please note that the Corrigendum document is part of the Tender. The Bidders are requested to sign and stamp the Corrigendum document and submit in the Technical Bid without fail.				
SI No.	Page No.	Tender Clause	Query abstract	Clarifications
1	8	Tender Notice	The Due date for submission of Tender is mentioned as 17/10/2018. Tenders released for the early phases gave a clear 60 days for submission, however, for this phase only 40 days has been. As you are aware, BIS and ETDC certification requires more time. We request you to please postpone the date of submission to at least 10/11/2018.	Corrigendum - I to Tender Notice was published on 15/10/2018 to extend the due date to 15/11/2018 at 4.00 P.M.,
2	13	Minimum Eligibility Criteria - 2.1	Is it allowed to form Consortium with 2 manufacturers and supply 2 brands of laptops for quantities between 50,000 and 15,66,022.?	Yes. Consortium with two manufacturers of laptop within the permitted three Consortium partners is accepted and also for two makes / models of Laptop, provided those are compliant to the tender specifications and tender conditions.
3	14	Minimum Eligibility Criteria - 2.3 (b)	We request to amend the turn over clause for consortium partners as INR 400 Millions.	Other Consortium partners should individually have had an average annual turn over of atleast INR 400 Millions or USD 6(Six) Millions in the previous three audited years.
4	14	Minimum Eligibility Criteria , 2.3(b)	Incase of consortium of bidders under Clause 2.3 in the tender - laptop Computer manufacturing partner should have an average annual turnover of turnover of atleast INR 1,000 millions (or USD 15 Millions) For other consortium partners average annual turnover is INR 500 millions (or USD 7.5 million). We want to know what is average turn over in the above mentioned clause - for OEM manufacturer, is it sufficient of turn over of USD 15 million combined for all the three years.	1) Laptop Computer Manufacturing partner - Conditions as specified in the Tender document are confirmed. 2) Other Consortium partners should individually have had an average annual turn over of atleast INR 400 Millions or USD 6(Six) Millions in the previous three audited years.
5	15	Minimum Eligibility Criteria - 2.4	Since this is a very large and prestigious tender, we request this criteria to be changed as "OEM of the laptop should have supplied at least 1 Lac laptop per year in India for previous 3 Financial years ". This will ensure all large and reputed OEMs quote against this tender enquiry. We also request to add OEM criteria as top 6 PC OEM Globally as per IDC Q2 2018 report.	Conditions as specified in the Tender document are confirmed.
6	17	(A) Conditions for the Consortium Bidders	Registration of consortium – Unnecessary 1 % Registration charge may be sought for alternate. It will increase the cost of the Laptop. Necessary Orders may be issued to submit only Notorised Documents since EMD/SD are paid by the suppliers available with ELCOT.	Conditions as specified in the Tender document are confirmed.
7	19	(C) Conditions for BIS Certification	Request to submit the BIS certification at the time of delivery of the laptops or pre despatch inspection.	BIS certificate should be submitted along with the Bid as part of Technical Bid.
8	22	3.5, Clarifications and Amendments	Since this is one of the biggest prestigious project, needs to be studied thoroughly in order to make a consortium agreement with the OEM and manufacturer . As you are aware this require more time and as a prospective bidder we assure you that we will submit all our queries well within the time line as mentioned in your tender document pg. No 22- Clause – C that is 48 hours before opening of the tender.	Conditions as specified in the Tender document are confirmed.
9	22	3.4 , Minimum Quantity to be bid	Is it allowed to bid for any quantity between 50,000 and 15,66,022 laptop computers ? What is the Maximum budget approved and allocated by the Government of Tamil Nadu for the Project?	Yes. It is permitted to bid for any quantity between 50,000 to 15,66,022 numbers. However ELCOT and the GoTN may order the quantity as per the TTT ACT / Contract.

10	24	3.10 Sample Laptop Computer Testing	Request your authority to kindly share list of IIT's, Universities and other Testing Agencies approved by ELCOT other than mentioned in the Tender Document.	Conditions as specified in the Tender document are confirmed.
11	24	3.10 Sample Laptop Computer Testing	<p>ETDC Technical Query - 1) processor detail as per physical inspection /OS description only . EOL or EOS is NOT under our purview of ETDC, 2) RAM provision as per physical inspection/OS description only.Provision for expansion subject to physical demonstration,3) SYSMARK 2014 not available with ETDC. Request ELCOT to provide the same to ETDC- If the software is provided with validation certificate and declaration for use systems with Intel OR AMD processor, which has to be approved by QA of ETDC, Benchmark testing can be done., 4) ETDC is provisioned to conduct emission (Table-II) UPTO 30 MHz only is feasible at present. Frequency above 30 MHz and Radiated Emission are not feasible as per ETDC, 5) Power supply frequency at 50 Hz only is feasible at present by ETDC,6) Construction & externals, certification (RoHS etc.) ,other software including Tamil Keyboard layout approved by TVA etc., not feasible by ETDC, 7) LAN connectivity check D12up to 100 Mbps only by ETDC,</p> <p>8) Operation temperature 0 to 55 deg C, detailed requirement to be given to ETDC, 9) Graphics requirement, subject to SYSMARK/Benchmark testing and detail as per the benchmark report by ETDC,10) Test Report will be without NABL logo by ETDC - Request ELCOT to discuss with ETDC and help with the issuing the amendment accordingly and clarify the bidders.</p>	For Item no. 3 ETDC can buy benchmark tools and get it reimbursed from ELCOT or ETDC can request ELCOT to procure and supply.
12	32	3.19 Technical Bid Evaluation	Evaluation – with in a week.	As early as possible with in the time indicated in the tender.
13	32	3.18, Suppression of facts / misleading information	<p>Also in Pg 32/97, the tender states clearly that "3.18 Suppression of facts/ misleading information, a) During the Bid evaluation, if any of facts/information is suppressed or misrepresented and if the same is brought to the notice of ELCOT, ELCOT will have the right to reject the Bid and if such information is brought to the notice of ELCOT after selection then ELCOT would terminate the contract without any compensation to the Bidder and the EMD/ Security Deposit as the case will be forfeited. b) Bidders should note that any figures, information and details in the supporting documents submitted by the Bidders for proving their eligibility is found suppressed or erased, ELCOT will have the right either to seek the correct facts and figures or reject such Bids." We request you to kindly clarify the below:-</p> <p>1. In case, one or few of the successful bidders of the previous phases had suppressed facts by submitting misleading information and did trading activity without the permission or knowledge of ELCOT in any of the earlier phases, thereby leading to a loss of money for the Exchequer, in the form of Penalty, and if it is brought to notice to ELCOT, will ELCOT take necessary action and will the bids of such successful bidders for this phase be rejected or approved or the loss of money be recovered?</p> <p>2. In case, one or few of the successful bidders of the previous phases had suppressed facts by submitting misleading information and did trading activity with the permission of ELCOT in any of the earlier phases, which lead to a loss of money to the Exchequer which ELCOT already knows, and if notified again, will ELCOT take necessary action and reject or approve the bids of such successful bidders in this phase for adopting practices against tender norms?</p>	Tender conditions will apply.

14	33	3.21 Price Bid Evaluation	Price Bid opening – Early.	As early as possible with in the time indicated in the tender.
15	35	3.22, Negotiation and Award of Tender	<p>Please refer to page no 35 of Tamil Nadu Transparency in Tenders Rules 2000, Under CHAPTER IV. NOTICE INVITING TENDERS AND TENDER DOCUMENTS, Under Point No 13, Technical specifications contained in the Tender Documents:- In Pt (2), it is mentioned that (2)Unbiased technical specifications shall be prepared by observing the following safeguards, namely:- (a) use of brand names and catalogue numbers shall be avoided and where it becomes unavoidable, along with the brand name the expression “or equivalent” shall be added; *[Provided that such specifications should as far as practicable specify the output or service levels to be delivered]. The Tender calls for Intel Pentium brand Processor against an equivalent AMD Processor. As per Tender Transparency Rules, Mentioning a specific brand is to be avoided. In cases where it is unavoidable, the brand can be mentioned along with “equivalent”.</p> <p>Please clarify the below and request to amend accordingly:-</p> <p>1. As you are aware, one brand had supplied lakhs of laptops in the previous phases of the free distribution scheme, infact, the laptops supplied in the last phase were all same processor based only. It’s clear and evident from the previous phases it is not mandatory or unavoidable for Elcot to buy Intel Processors alone. While such is the situation, why has Elcot mentioned “Pentium” Brand as this is not an “unavoidable scenario” where Elcot is forced to buy only Intel Pentium Brand Processor? We request you to amend the same by removing Pentium brand so that Tender Transparency Rules are not violated.</p> <p>2.The latter point of Tender Transparency Rules clearly mentions that when it becomes unavoidable, the term equivalent shall be added, provided, as far as practicable, specify the output of service levels. Even though the situation is not “Unavoidable”, The Pentium Dual core Processor on the mentioned Sysmark 2014 SE benchmark gives a score of 450, however Elcot has mentioned a score of only 265. The equivalency clause as mentioned in the Tender Transparency Rules is also clearly violated. We request you to remove the specific brand name of “Pentium” and mention the re-evaluated benchmarking scores for qualification; thereby avoid violating Tender Transparency Rules. 3.PC Mark was never considered by ELCOT in the previous phases since it was a private consortium unlike Bapco Sysmark which is a public consortium. Only one brand supports this consortium. We are not sure why all of a sudden ELCOT is considering this benchmark. We request Elcot to amend the same to earlier standards and adhere to SYS Mark 2014 SE benchmarking only.</p> <p>All these above points are mentioned in the Tender in such a way that it favours only one brand. The mentioning of Pentium brand, benchmarking scores and a new benchmarking software, clearly indicates favouritism towards same which indicates a possible repeat of last phase results, where only same got supplied. No wonder the other representative openly told that he doesn’t not have an equivalent product in the pre-bid meeting. This forces vendors like us to go behind same brand, who already has vendor preferential pricing policy in place. We request ELCOT to understand this scenario and amend the specifications in such a way that proper equivalency is met, neutrality is maintained and Tender Transparency Rules are not violated.</p>	Conditions as specified in the Tender document are confirmed.

16	35	3.21(e) Operation, Maintenance and Spare Parts	We request to remove below terms, as the maintenance and spare parts during Warranty Period are already included in product cost, and Operation is not in scope of vendor. "In the case of purchase of equipment, the operation and maintenance and spare parts costs for appropriate periods as may be specified in the bid documents may be quantified, where practicable and considered".	Conditions as specified in the Tender document are confirmed.
17	36	3.25 Letter of Acceptance	Finalization – Quickly.	As early as possible with in the time indicated in the tender.
18	37	3.27 Execution of Agreement	M.P. Election code may fall – Arrangement to avoid within Code of Election.	ELCOT will try to finalise the contract in time.
19	37	3.29 Refund of EMD	EMD to unsuccessful bidder – to be released quickly.	EMD will be returned for the unsuccessful bidder with in 30 days from the date of finalisation of the tender.
20	32	3.19 Technical Bid Evaluation	CPU Purchase – may be informed to the company to make ready the requirement.	Conditions as specified in the Tender document are confirmed.
21	40	3.33.1 (b)Termination for default	We request for the additional cost of goods and services, for which supplier is laible, to be limited to 10% of the value of the unfilled obligations.	Conditions as specified in the Tender document are confirmed.
22	40	3.32.4 Total L.D., applicable	We understand the Total LD/Penalty shall not exceed 5% of the total value of the order. Kindly confirm.	Conditions as specified in the Tender document are confirmed.
23	41	3.33.2, Termination for Insolvency	It is proposed to provide a longer notice period and also clearly specify that supplier shall be paid for all products delivered/ services rendered up to the effective date of termination. Considering the nature of the project, supplier will be required to put in place infrastructure for deployment of resources for the entire tenure of the contract. Hence it is required to provide a cure period of 30 days in the event of breach and a prior notice of at least 2 months before ELCOT can terminate the contract for convenience.To ensure protection of Supplier's payment rights, the following clause is proposed:- In the event of termination for default and /or for convenience, ELCOT shall pay for all products delivered / services rendered up to the effective date of termination.	Conditions as specified in the Tender document are confirmed.
24	41	3.33.3, Termination for Convenience	Termination of convenience is a concern as there would be planing done by us on parts etc., Check if modification is possible.	Conditions as specified in the Tender document are confirmed.
25	42	3.35, Arbitration	It is proposed to have a neutral Arbitrator appointed by mutual consent of both the parties, Accordingly, the following clause is proposed:- In the event of any dispute or differences arising under these conditions or any special conditions of the contract in connection with this contract, or the construction, meaning , scope or operation or effect thereof, or the rights, duties, or liabilities or the validity of the breach thereof, such dispute shall be referred to the sole arbitrator appointed by mutual consent of both the parties and in the event of disagreement between the 2 parties, the appointment of the Arbitrator shall be made in accordance with the Arbitration & Conciliation Act,1996. Modification of appointment of Sole Arbitrator clause to make it a mutually agreed & appointed Arbitrator.	Conditions as specified in the Tender document are confirmed.
26	43	4.1 Technical Specification 4.1.1.11 Wireless	Wireless – Wireless 802.11 b/g/1, Blue tooth 4.0 or higher, we require (OR Higher) to be mentioned .	Wireless – Wireless 802.11 b/g/1, Blue tooth 4.0 or higher is accepted.

27	43	4.1 Technical Specification 4.1.1.2 Processor	<p>We have had numerous discussions with concerned stakeholders including ELCOT Management and the Technical Committee on the various concerns related to the technical specifications considered for Laptop Computers tenders and we are regret to inform that due to the non-neutrality of the current technical specifications and related challenges, it is extremely difficult for us to offer any processor to participating OEM's /ODM's. While holding to a Pentium Brand on one hand and providing flexibility to qualify any brand from other competing products based on a bare minimum score which is lower than current Pentium processor performance levels, creates a non-neutral and non-competitive playing field. As per our understanding, ELCOT has completed evaluation of a Pentium Processor which achieved a score over 450 points under SYSMARK* 2014SE benchmark, Celeron processor also can meet / beat the minimum benchmark threshold.</p> <p>OEMs are unable to quote other qualifying brands because Pentium processor request in the tender. As a result of tender specifications and non-neutrality in the last procurement cycle, OEM's were unable to offer Intel processor and none of the leading OEM's supplied any solution based on the processor.</p>	Conditions as specified in the Tender document are confirmed.
28	43	4.1 Technical Specification 4.1.1.3 Memory	Tender Specification also require a DDR4 memory or latest technologies, however performance parameters mentioned in the tender can be achieved with previous generation processor & peripherals (memory,HDD etc.,). Since there is a very minimal system level performance increase based on the benchmark scores compared to previous tenders, inclusion of specific brand, peripheral components like DDR4 etc., will only lead to an elimination of certain products and will not really add any performance benefits.	Conditions as specified in the Tender document are confirmed.
29	43	4.1 Technical Specification 4.1.1.3 Memory	1. We understand that in the clause, ELCOT is asking only for a quote for 4GB RAM and 8GB RAM as an in – lieu of price between 4GB and 8GB. Kindly confirm this understanding 2. Request you to kindly confirm, when would ELCOT decide the final RAM capacity the laptop supply between 4 GB or 8GB. 3. Requesting ELCOT to share the written confirmation from Microsoft on support of STF for 8GB RAM.	ELCOT is asking for price for Laptop as per the specification with the 4GB RAM and 8 GB RAM (differential cost for 8 GB in lieu of 4 GB) separately. Depending upon the discovery of price, the requirement will be decided by ELCOT / GoTN before award of LoA. The assurance has been obtained from Microsoft for support for STF for 8 GB RAM also.
30	43	4.1 Technical Specification 4.1.1.3 Memory	We request you to clarify on the no of DIMM required in the laptop. We recommend 2 DIMM slots keeping future expandability to 8 GB in consideration.	Conditions as specified in the Tender document are confirmed.
31	43	4.1 Technical Specification 4.1.1.2 Processor	It is understand that the objective of the tender/RFP is to provide best in technology to the students of Tamil Nadu. Believes that the current processor specification would allow the bidder to quote older generation CPU which have been launched as far back as 2015 and or more than 3 years old. It is important to ensure that processors which are on older generation technology or are approaching End – Of – Life in near future should be restricted from getting quoted and the student of the state get the latest technology. As such, we recommended that the following line may be added to the tender specifications for the processors. ("Processor "should have been launched with in the last 1 year from the date of issue of the tender notice.)	Conditions as specified in the Tender document are confirmed.

32	43	4.1.Technical Speification, 12 Keyboard	For ETDC testing we would request to waive of submitting notebooks with Tamil letter keyboard due to less time. We will be able to deliver systems with Tamil keyboard at the time submitting production laptop or before LOA.	Conditions as specified in the Tender document are confirmed.
33		Limitation of Liability - New Clause	Request ELCOT to include the limitation of liability clause which is currently silent now. We propose the insertion of following clause in the RFP, as a liability limit in the Contract:- Liability to Customer under the Agreement is limited to the amount payable by Customer to supplier for the relevant Order. Neither ELCOT nor Supplier will be liable for lost revenues or profits, downtime costs, loss or damage to data or indirect , special or consequential costs or damages.	Conditions as specified in the Tender document are confirmed.
34	44	4.1 Technical Speification 4.1.1.15 Battery Type	Battery Type – We require the battery WHR to be changed 40WHR.	Standard rechargeable 4 or 6 Cell Li-Ion batteries (With a range of 40-45 WHR conforming to the power consumption of laptop computer) to provide minimum 3 (three) hours backup.
35	44	4.1 Technical Speification 4.1.1.13 AC Power adopter	Kindly confirm that the 270V support asked in the tender is as a peak voltage spikes only and not for a constant long period of time.	Conditions as specified in the Tender document are confirmed.
36	44	4.1 Technical Speification 4.1.1.18 Standard accessories	Requesting ELCOT to modify as below:- Power cable with three pin and socket and plug, length should be minimum 1.5 meters including power adopter and charger. User manual, laptop backpack shall be provided.	The length of the power chord should be 2.5 meters or higher, from end to end power plug point to Laptop.
37	44	4.1 Technical Speification 4.1.1.13 AC Power adopter	Request to make it Input 100 v - 240 v, 50 Hz AC.	Conditions as specified in the Tender document are confirmed.
38	44	4.1 Technical Speification 4.1.1.14 Operation Temperature	Request to amend to 5 - 40 degree centigrade.	Conditions as specified in the Tender document are confirmed.
39	44	4.1.Technical Speification 17 Operating Software	Does Microsoft Office have to be supplied or is it sufficient to supply preloaded only the 3 softwares mentioned?	Microsoft Office is one of the bundled software components of Microsoft Windows 10 OS under STF program, which will be supplied by Microsoft. This is to be not only preloaded but also to be factory activated.
40	45	4.1, Technical Specification Note (a)	We request you remove this term. 1. Since the laptops are provided with one year warranty, it should not matter if the processor is EOL in one year or before. Laptop manufacturer are responsible to support until the laptops are in warranty. 2. End of support for 6 years is not possible since none of the processor vendors gives support for 6 years. Today we are all experiencing technology revolution where the trend is that all technological change occurs at an exponential rate which would hence make it impossible to support same processor for such a long period of time.	The following paragraph shall be removed. "Note: This processor should not become End Of Life for another one year from the date of LOA and End Of Support for another Six years from the date of LOA (Removed)"

41	47	4.4.2 Traceability Identification	Traceability /Tracking in Distribution and usage can be ensured by a Device Management Software. Traceability can be ascertained , usage and status can be measured remotely, pilferge can be checked if needed, Educational Contents and Information can be pushed and students can be trained. Laptop Tracking and usage data can be collected and represented at a School, District and State level. The incorporation of a device management software can immensely help in ensuring positive influence and learning outcomes. Such device management software should be bonded with the laptops at the H/W / BIOS Firmware level. Device management software will also assist the laptops distributed to sync/work with the ICT programs in the state of Tamil Nadu.	ELCOT reserves the right to provide the Software solution for the traceability and the Successful bidder has to pre-install in the laptop computer. Corrigendum will be issued, if necessary.
42	53	4.10, Delivery Schedule	We request amend the delivery period of the first lot of 15% of ordered quantity to 75 to 90 days and request ELCOT to provide the Logo, Image and Scheme details along with the LOA.	Conditions as specified in the Tender document are confirmed.
43	56	4.13, Service Centres.	How long (what period) have the service centres to be kept functional ?	To cover the Warranty support period.
44	58	4.14, Call Centre setup	How long (what period) does the call centre have to be kept functional ?	To cover the Warranty support period.
45	60	Payment Terms 5.3	Payment – Not in specific, Require more clarity of payment in specific.	In Payment Terms , Clause nos 5.7 and 5.8 are removed.
46	60	Payment Terms 5.2	Payment - arrangement may be made to get advance funds from Government.	ELCOT will try to get the funds from the Government in time.
47	60	Payment Terms, 5.3	Request your authority to clarify whether the payment will be cleared as per submitted acceptance of the laptops or be a lot as whole.	In batches as per P.O., or District wise based on the Committee Certificate/ approval.
48	60	Payment Terms 5.4	We request release of balance 3 % payment against the submission of additional Bank Guarantee for 3 % waiting for completion of 1 year warranty. For any warranty obligations, Bidder is already providing PBG and this additional 3 % BG can also be provided if required to release balance 3 % payment.	Conditions as specified in the Tender document are confirmed.
49	60	Payment Terms 5.1	Budget to be increased due to Dollar Impact - Kindly clarify.	No price variation applicable. The rates finalized after negotiations should be kept valid during the contract period and no escalation in the Final negotiated rates/Price will be entertained including reasons due to Foreign Exchange Fluctuations.
50	60	Payment Terms 5.2	Kindly clarify if ELCOT can share a copy of Financial approval related to the project / scheme, like fund allocation letter for project or Govt treasury orders allocating funds to the project, required for the purpose of credit evaluation by bidder.	Copy of the G.O can be shared.
51	65	Annexure -3, Sample Laptop Computer Test Report	Is the testing/benchmarking required to be done with 4 GB RAM or 8GB RAM; Would the customer test the benchmark result in Windows 10 RS3 or Windows 10 Rs4 and Would they test in Windows 10 Pro 64 bit or Windows 10 Home 64 bit -----Kindly clarify.	Testing to be done with 4GB RAM, 64 bit Windows 10.
52	79	Model Form of Contract Clause 2, Warranty	We understand the warranty will be for a period of 15 months from the date of supply OR 12 months from the date of acceptance by the respective location authorities, whichever is earlier, Kindly confirm.	Conditions as specified in the Tender document are confirmed.
53	80	Model Form of Contract Clause 6, Insurance	We request to limit the responsibility of the manufacturer till delivery at the Institutions. Any Insurance requirements after delivery will need to be taken by the Purchaser, as the goods will be in physical possession of the Purchaser.	Conditions as specified in the Tender document are confirmed.
54	89	22.3, Termination for Convenience	It wrongly mentions the terms for Termination for Insolvency under the Clause ' Termination for Convenience'. We request to kindly correct the same.	Clause 22.3 of the model form of contract may be substituted by clause 3.33.3 of the terms and condition of the tender.

55	97	Price Bid 6.1 (a) Add on item	Considering the present tender asking for 8GB RAM in lieu of 4GB separately, there would be a possibility of a bidder becoming Lowest priced with 4GB and another bidder could be lowest priced by taking into consideration that the 8GB in lieu of price. Kindly confirm what will be criteria of deciding the L1 and winning price in this tender. In order to have clarity we suggest ELCOT ask two separate prices.(i e .,)one laptop with for 4GB RAM and another with 8GB RAM and clarify which will be selection criteria for L1 with corrigendum.	The bidders are requested to quote for both items of Laptop with 4 GB RAM and also for differential cost for 8GB in lieu of 4GB RAM as requested in the Price Bid.The price of Laptop with 4GB RAM and Backpack will be compared to finalise the ranking of Bidders of L1, L2, L3 etc.However L1 bidder should match the lowest differential cost for 8GB in lieu of 4GB.
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