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 X/2020-2021 Due on 01-02-2021 at 4.00 p.m Corrigendum - 1 Dated 08/01/2021 Please note that the Corrigendum document is part of the Tender. Page **Tender Clause** Query abstract Clarifications No. No. Due Date and Time for online submission of bids On or before 01.02.2021 Conditions as specified in the **Tender Notice** at 4.00 P.M. through the tender site Https://tntenders.gov.in Extension by Tender document are confirmed. 4 weeks "The COVID-19 pandemic has resulted in new paradigm shifts and remote working becoming the new normal. This has in-fact also been recommended by the Ministry of Health and Family Welfare, Govt. of India as well. With over 10Million cases, India is the 2nd most affected country in the world and we must exercise all caution to contain this pandemic as responsible citizens and corporates of this country. As a measure, most organizations are presently working remotely for a large portion of their workforce in order to minimise the risk to non-essential staff. As you'd be aware, norms of social-distancing and reduced workforce has had its impact on timelines. Keeping this in mind, we request that the date for submission of the sample and testing thereof, be extended to provide at least 4-weeks of lead time keeping in mind the uncertainty that we are faced with today." 9 Tender Notice -As discussed in the prebid meeting, file capacity of 50MB may not be Totally 245 MB of file capacity 2 per technical bid is available Submission sufficient to upload the tender supporting documents. through e Tender which is sufficient to upload the relevant documents . Further bidders are requested to contact NIC officials over mobile /email in advance to solve the issues if Mobile nos:- +91 anv. 9442153528 & +91 9840622200. E mail id:- b.seenivasan@nic.in. 3 15 Minimum We are in the process of manufacturing Laptops in India either directly or Conditions as specified in the **Eligibility Criteria** through a consortium partner for this current requirement of Elcot. This Tender document are confirmed. 2.2 is as per the Government direction on increasing local manufacturing. Hence we request Elcot to relax the eligibility criteria for the Laptops manufactured in India. We are in the process of manufacturing Laptops in India either directly or Conditions as specified in the 16 Minimum **Eligibility Criteria** Tender document are confirmed. through a consortium partner for this current requirement of Elcot. This 2.4 & 2.5 is as per the Government direction on increasing local manufacturing. Hence we request Elcot to relax the eligibility criteria for the Laptops manufactured in India. 17 Special Eligibility Please Amend the present Clause as under: 1. If any of the Successful 5 Conditions as specified in the Conditions Bidders of the previous tenders could not fulfil any one of the activities Tender document are confirmed. as mentioned below; they are not entitled to participate in the present tender either individually or through consortium with other bidder (s) .1) Signing of Contract Agreement. 2) Submission of Security Deposit. 3) Submission of Delivery Schedule for the allotted quantities. Considering the past Tenders floated for procurement of Laptop Computers by your esteemed ELCOT, we request you to maintain the same conditions prevailed for the present Tender to enable all the competent Bidders who have already executed similar Laptop project to participate and offer their competitive Bids, in the interest of Justice and Fairplay.

	18 & 19	Conditions for the Consortium Bidders	We understand that the intent behind requiring manufacturing capability of the Bidder is to not permit trading activity as provided in Clause 2.7 (2) B of the tender document. Trading essentially involves purchasing products from a third party and selling it to another with/without modifications. However when a brand owner engages a third party manufacturing entity/factory to manufacture products using the brand owner's technology, design, specifications and apply its brand/logo in such manufactured products, the distribution of such manufactured products by the brand owner cannot be equated to trading. We therefore request a clarification that in the above scenario, the Bidder who is the brand owner can treat the manufacturing capability, volumes etc. of the manufacturing entity/factory for meeting the eligibility under the tender and does not need to include the manufacturing entity/factory as a consortium partner."	Tender document are confirmed.
7	19	Conditions for the Laptop Computer Manufacturing	Trading activity will not be permitted. If the Successful bidder wishes to manufacture Laptop Computers from the new location(s)/plant(s) other than those indicated in the tender, prior approval has to be obtained from ELCOT/Govt. Request for more clarity on the same.	Conditions as specified in the Tender document are confirmed.
8	20	Conditions of BIS Certification	We request that the Bidder/Supplier will be required to furnish BIS (Bureau of Indian Standards) Certification for the laptop computers quoted in the Tender before the actual supply of materials (not along with the Technical Bid). The Laptop model which we will be quoting is already BIS certified but not certified for India manufacturing. However, as per the Government Guidelines Indian manufacturing facility also requires the BIS certification. We are planning to manufacture Elcot laptops in India Factory. Therefore we need more time to submit BIS certificate for India manufactured laptops. We request Elcot to consider & allow us to submit the BIS Certification for India manufactured Elcot laptops before delivery.	Conditions as specified in the Tender document are confirmed.
9		Restrictions on Public Procurement Instructions to bidders to be complied	We request ELCOT to either remove this clause or remove the need of CONSORTIUM agreement with the ODM/ Manufacturer. As per "Definition of a BIDDER" in the GFR ruling and refering to clause no. 11 about Subcontracting to contractors based out of a country sharing land border with India, ANY consortium partner based out of a country sharing land border with India will have to get REGISTERED with DPIIT before being eligible for participation in this tender. Which means any OEM participating in Consortium with ODM / Subcontractor based out of a country sharing land border with India will not be technically qualified. This also means, as adopted by GeM, Indian Govt.'s public procuremnt engine, that any OEM/ ODM offering / quoting a product having BIS from CHINA (country sharing land border with India) need to get the DPIIT registration done. This has been clarified by the Department of Expenditure as well.	Conditions as specified in the Tender document are confirmed.
10	35	Mode of submission of Bids	The Bids should be submitted strictly as specified in the Tender documentManually, The Bids should be dropped in the Tender box kept at ELCOT, MHU Complex II Floor, 692, Anna Salai, Nandanam, Chennai-600 035 on or before the due date and time. The Bids, As being a global tender, multiple documents need to be submitted. Only Manual submission will be recommended. Request to allow for manual submission instead of online submission.	Conditions as specified in the Tender document are confirmed.
11	27	3.9 EMD	Is Bank Guarantee accepted in lieu of EMD amount?	Conditions as specified in the Tender document are confirmed.

12		3.26 3 (1) (e) Price Bid Evaluation	We request to remove below terms:(e) in the case of purchase of equipment, the operation and maintenance and spare part costs for appropriate periods as may be specified in the bid documents may be quantified, where practicable and considered. The maintenance and spare parts during warranty period are already included in product cost, and Operation is not in scope of Supplier.	Conditions as specified in the Tender document are confirmed.
13	46	3.37.1 Termination for Default	1) It is requested to provide a longer notice period and also clearly specify that we shall be paid for all products delivered / services rendered up to the effective date of termination. Considering the nature of the project, We 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. 2) To ensure protection of our payment rights, the following clause is proposed:- In the event of termination for default and / or for convenience, ELCOT shall pay HP for all products delivered / services rendered up to the effective date of termination. Protection of Suppliers Investments and Payment rights.	Conditions as specified in the Tender document are confirmed.
14		3.37.3 Termination for Convenience	ELCOT may by written notice with a notice period of seven days sent to the Successful Bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for ELCOT's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective. On termination, the successful Bidder is not entitled to any compensation whatsoever.Termination of Convenience is a concern as there would be planning done by us on parts etc. Check if modification is possible.	Conditions as specified in the Tender document are confirmed.
15		4.1.1 (2) Processor (minimum)	We are foreseeing a worldwide shortage of processors from both Intel / AMD, and Shortages in IC Shipments worldwide, We foresee a challenge in such Schedule. We would like to understand if this shall act as a barrier to award the contract if only one bidder qualifies technically. We request Elcot to confirm you shall accept technically qualified single bidder.	This Tender is governed by The Tamil Nadu Transparency in Tenders Act 1998 and The The Tamil Nadu Transparency in Tenders Rules 2000 as amended from time to time.
16		4.1.1 (2) Processor (minimum)	Any Intel Dual Core processor @ 2.0 Ghz orhigher (or) equivalent AMD processor @ 2.0 Ghz or higher We request to drop the "Pentium or any other brand under technical specifications. While holding Intel to a Pentium® brand on one hand and providing flexibility to qualify any brand from other competing products based on a bare minimum score will creates a non-neutral and non-competitive playing fieldcreatea non-neutral and non-competitive playing field.	Conditions as specified in the Tender document are confirmed.

17	48	4.1.1 (2) Processor (minimum)	WINZIP, Adobe* etc.We request you to include "SYSmark* 2018or BAPCO Sysmark 2014 SEOverall score" as a requirement to establish any processor equivalency or higher. Also request to consider the complete version of the "PCMark*10 benchmark" score, instead of a subset like"PCMark*10 Extended" Or request to removePCMark*10 benchmarkExtendedscore requirements Inclusion of small subset like"PCMark*10 Extended" will leadto non-neutrality in processor selection.	(A) BAPCO Sysmark 2014 SE with 64 bit Windows 10 overall score of 400 or higher (OR) PC Mark 10 Extended with 64 bit Windows 10 overall score of 1200 or higher. The bidder has to provide minimum of 3 samples for testing for each model through a reputed test agency such as ETDC / ERTL / STQC and the test compliant certificate should be submitting along with the technical bid. The qualifying benchmark testing for the laptop has to be carried out with single 4 GB RAM. The bidder has to provide the benchmark results with the same sample with single 8 GB RAM also from same testing agency for future reference and to be furnished in the bid.
18	48	4.1.1 (12) Keyboard	Standard keyboard with English & Tamil letters with rupee symbol with integrated touch pad (Tamil layout approved by Tamil Virtual Academy). Please confirm if Tamil font skin is acceptable.	Conditions as specified in the Tender document are confirmed.
19	48	4.1.1 (8) Connectivity	10/100/1000 LAN or higher.10/100 LAN or higher. Devices used by students are connected to Wi Fi / Hotspot with maximum of 100 Mbps. Request to consider 10/100 to fair participation of all OEMs	Conditions as specified in the Tender document are confirmed.
20	48	4.1.1 (15) Battery Type	Standard Rechargeable with minimum 40 WHr for minimum 3 hours backup.Battery life= Battery capacity /Power consumption Which means bigger Wh is, longer battery life will get. It has nothing with the amount of cell .Battery capacity is an important performance index to measure the performance of a battery, indicating the amount of power discharged by a battery under certain conditions (discharge rate, temperature, termination voltage, etc.), usually in ampere-hour (Ah) or watt-hour (WH). Hence requesting this change to consider 40Whr or Higher with 3 Hours backup	Standard Rechargeable not more than 6 cell Li-lon battery with a minimum capacity of 40 WHr which shall withstand for minimum 3 hours backup operation.
21	48	4.1.1 (15) Battery Type	Standard Rechargeable 4 or 6 cell Li-lon with minimum 40 WHr for minimum 3 hours backup.Standard Rechargeable 3 or 6 cell Li-lon with minimum 40 WHr for minimum 3 hours backup. New generation 40 WHr batteries are 3 Cell Li-ion and are capable of delivering minimum 3 hours backup	Standard Rechargeable not more than 6 cell Li-lon battery with a minimum capacity of 40 WHr which shall withstand for minimum 3 hours backup operation.
22	49	4.1.1 (17) Operating System	b) Windows 10 Pro National Academic Edition or latest under STF program should be preloaded. We Request Elcot to issue STF Letter shared by Microsoft before 3 weeks of bidding .Factory activation of STF Program As per the Microsoft Licensing Policy it should get activated only by the user. to activate Ms office at the factory ,we need End users personal information (i.e., Email id) .	Conditions as specified in the Tender document are confirmed.
23	49	4.1.1 (17) Operating System	Request to Elcot to provide the STF letter from Microsoft as early as possible with 8GB memory	Conditions as specified in the Tender document are confirmed.
24	49	4.1.1 (17) Anti- virus Software Connectivity	Can we provide windows defender Antivirus which comes along with windows OS	Antivirus software with at least one year support (Licenced) / Windows Defender shall be preloaded.

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25 5	Qualifying bench mark & Technical Specification Compliance	bit Windows 10 overall score of 265 or higher (OR) PC Mark 10 Extended with 64 bit Windows 10 overall score of 1200 or higher. PC Mark 10 Extended with 64 bit Windows 10 overall score of 1200 or higher. Please note as per the BAPCO official website (https://bapco.com/), only ONE x86 CPU/GPU vendor (i.e. Intel) is a member - this raises substantial questions viz. the neutrality and impartiality of this specific benchmark as they are the ONLY x86 microprocessor vendor in the consortium. Hence, the use of BAPCO Sysmark has the effect of favouring a single processor vendor via a benchmark that is developed by a consortium that includes no other x86 Semiconductor companies but for that same vendor. So, we request the department to consider ONLY PC Mark 10 Extended Benchmark software for evaluation, as it is neutral and has both Intel and AMD as part of benchmark development program. Also, PCMark 10 Extended is a longer test that provides organizations with a complete assessment of system performance beyond typical office work tasks. PCMark 10 Extended expands the main PCMark 10 benchmark	(A) BAPCO Sysmark 2014 SE with 64 bit Windows 10 overall score of 400 or higher (OR) PC Mark 10 Extended with 64 bit Windows 10 overall score of 1200 or higher. The bidder has to provide minimum of 3 samples for testing for each model through a reputed test agency such as ETDC / ERTL / STQC and the test compliant certificate should be submitting along with the technical bid. The qualifying benchmark testing for the laptop has to be carried out with single 4 GB RAM. The bidder has to provide the benchmark results with the same sample with single 8 GB RAM also from same testing agency for future reference and to be furnished in the bid.
26 5	Qualifying bench	Bapco Sysmark 2014SE is EOL. We recommed to test CPU benchmark score on Sysmark 2018. Minimum criteria should be with a score of 225 or higher with Sysmark 2018 ver.	(A) BAPCO Sysmark 2014 SE with 64 bit Windows 10 overall score of 400 or higher (OR) PC Mark 10 Extended with 64 bit Windows 10 overall score of 1200 or higher. The bidder has to provide minimum of 3 samples for testing for each model through a reputed test agency such as ETDC / ERTL / STQC and the test compliant certificate should be submitting along with the technical bid. The qualifying benchmark testing for the laptop has to be carried out with single 4 GB RAM. The bidder has to provide the benchmark results with the same sample with single 8 GB RAM also from same testing agency for future reference and to be furnished in the bid.

27		4.1.1 (20) Qualifying bench mark & Technical Specification Compliance	score of 1200 or higher with 4GB or 8GB.The quoted make and model laptops should be tested for the compliance of above bench mark scores through a reputed test agency such as ETDC / ERTL / STQC and the test compliant certificate should be submitted along with the technical bid. Pls confirm whether qualifying Bench Mark is with 4 GB or 8GB RAM. If it is 4GB pls confirm the process of Testing. We request Elcot to consider the latest Qualifying Benchmark.	Windows 10 overall score of 1200 or higher. The bidder has to provide minimum of 3 samples for testing for each model through a reputed test agency such as ETDC / ERTL / STQC and the test compliant certificate should be submitting along with the technical bid. The qualifying benchmark testing for the laptop has to be carried out with single 4 GB RAM. The bidder has to provide the benchmark results with the same sample with single 8 GB RAM also from same testing agency for future reference and to be furnished in the bid.
28	50	4.1.1 (18) Standard Accessories	Power cable with three pin socket and plug, length should be minimum 1.5 meters or higher (from end to end power plug point to Laptop), Power adopter and charger, User manual, Laptop Backpack, Kindly confirm length of Cable.	Conditions as specified in the Tender document are confirmed.
29		4.1.1 (20) Qualifying bench mark & Technical Specification Compliance	Request ELCOT to facilities speedy testing by ETDC.	Will be taken up with ETDC for speedy testing.
30	50	4.1.1 (21) Contents	Any other free Educational contents will be sourced from Education Department by ELCOT and will be provided to the Supplier for pre loading.Please clarify on the size of the education content needed to be loaded	Less than 285 GB.
31	53	4.4.2 Traceability Identification	, , , , , , , , , , , , , , , , , , , ,	Will be intimated to the Successful Bidder, after finalisation of Tender.
32		4.4.2 Traceability Identification	printing/tamper-proof sticker of layout to be specified by ELCOT	Will be intimated to the Successful Bidder, after finalisation of Tender.
33	53	4.4.2 Traceability Identification	We wish to bring to your kind info that the MDM Software was included in the previous tender as corrigendum (Attached for reference) which was again later removed, This was removed citing reason that 'ELCOT had an agreement with IIT Madras for the supply of the software' and the same has to be integrated / Pre-	ELCOT reserves the right to provide the Software solution for the traceability and the Successful bidder has to pre-install the same in the laptop computer and to provide necessary support.

34	53	4.4.2 Traceability Identification	computer and to provide necessary support.Need more clarity on the traceability solution requirement.	ELCOT reserves the right to provide the Software solution for the traceability and the Successful bidder has to pre-install the same in the laptop computer and to provide necessary support.
35	53	4.4.2 Traceability Identification	The Laptop Computers supplied under this scheme are meant to be distributed to the students in Tamil Nadu. In order to prevent the misuse of the Laptop Computers, screen printing/tamper-proof sticker of layout to be specified by ELCOT (Government logo, image and scheme name) shall be marked on the top side of the laptop computers and front side of the laptop computer backpack. ELCOT reserves the right to provide the Software solution for the traceability .We request ELCOT to provide the SOFTWARE which was provided in the last phase of execution. Otherwise it will require some more time (at least 2 weeks) to find/ create the software based solution.	ELCOT reserves the right to provide the Software solution for the traceability and the Successful bidder has to pre-install the same in the laptop computer and to provide necessary support.
36	59	4.10 Delivery Schedule	1) We request amend the delivery period of the first lot of 15% of ordered quantity to 75 days. 2) We request ELCOT to provide the Logo, image and Scheme details along with the LOA.Requesting for extension because of current supply chain constraints impacting deliveries.	Conditions as specified in the Tender document are confirmed.
37	59	4.10 Delivery Schedule	Request you kindly grant additional 30 days to the supply schedule in calendar days from the date of LOA.	Conditions as specified in the Tender document are confirmed.
38	59	4.10 Delivery Schedule	Location wise quantity details needed for planning of post delivery scope of work and resource planning	Will be intimated to the Successful Bidder, after finalisation of Tender.
39	60	4.11.2 Demonstration of Laptop Computers	Are there any installation requirements and if so please provide us the installation scope	Conditions as specified in the Tender document are confirmed.
40	62	4.13 (a) Service Centres	The Supplier should establish 112 service centres (approximately) either own centres or franchisee centres within 30 days at the following locations from the date of issue of Letter of Acceptance by ELCOT. We request Elcot to consider an alternative where OEM based Call center and onsite services Although the OEM based call center and onsite support can be backed up by available CIS centers. OEM based call center and onsite support have better coverage across Tamil Nadu and alsocost effective.	Conditions as specified in the Tender document are confirmed.
41	62	4.13 (a) Service Centres	At least 1% of critical hot spares like motherboard, processor, hard disk, battery, and battery charger power card, etc shall be maintained. The services shall not be prolonged for want of spares. Request to relax this clause to enable parts supply as per availability. Parts provided as per SLA sold.	Conditions as specified in the Tender document are confirmed.
42	64	4.14 Call Centr setup	The Supplier shall create a call centre facility at the office of ELCOT. Customers should use call centers provided OEM's. Customers can approach the OEM through phone, email, chat or whatsapp OEM call center setup is much more dependable and history of better service to customers.	Conditions as specified in the Tender document are confirmed.
43	64	4.14 Call Centr setup	The Supplier shall facilitate an issue tracker application for SLA management. The service centre engineers/ beneficiaries shall be enabled logging of the calls through web based tracking system, IVR and by telephone calls. Customers can use current OEM offered call centers. The volume of devices being sold require established protocols/processes that OEM's can offer through their own call centers.	Conditions as specified in the Tender document are confirmed.

44	66	Payment Terms	Kindly clarify if ELCOT can share a copy of Financial approvals related to the project/ scheme, like fund allocation letter for project or govt treasury orders allocating funds to the project. This is required for the purpose of credit evaluation by Bidder.	-
45	66	Payment Terms	The following clause is proposed to be included:- ELCOT agrees to pay all invoiced amounts within 30 days from date of submission of Invoices, along with required supporting documents. It is requested to clearly define the time period within which Vendor shall be paid for products delivered / services rendered.	Conditions as specified in the Tender document are confirmed.
46	66	Payment Terms	97% payment will be released after successful completion of supply in batches as per Purchase Order or District wise and acceptance by the respective institutions in 60 days.Pls confirm payment Terms with Time frame. We suggest to incorparate a Clause defining interest payout on delayed outstanding Payments beyond the defined Time frame.	Conditions as specified in the Tender document are confirmed.
47	82	Comprehensive 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. Clarification requested on maximum cap for warranty period.	Conditions as specified in the Tender document are confirmed.
48	83	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.
49	87	Warranty	The Laptop Computers including battery supplied under the Tender shall be covered with a comprehensive warranty against any manufacturing defect for a period of 12 months from the date of installation, commissioning and acceptance by the respective location authorities. Request to relax the clause to support Onsite services where OEM based call centers register the call and provide support Onsite services can provide students with at the home services that can solve their computer issues without walking out of the door.	Conditions as specified in the Tender document are confirmed.
50	88	Force Majure - New Clause	We propose the insertion of following clause in the RFP, as a liability limit in the Contract. Vendor's liability to Customer under this 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. Maximum cap requested for overall liability of Supplier.	Conditions as specified in the Tender document are confirmed.
51	91	22.1 Termination for default	We request for the additional cost of goods and services, for which supplier is liable, to be limited to 10% of the value of the unfulfilled obligations.Maximum cap requested for liability of Supplier.	Conditions as specified in the Tender document are confirmed.

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52	91	22.3 Termination	Page 91, Clause 22.3 wrongly mentions the terms for Termination for	To be read as
		for Convenience	Insolvency under the clause for "Termination for Convenience". We	3.37.3 Termination for
			request to kindly correct the same. Wrong heading of the Clause.	Convenience :-ELCOT may by
				written notice with a notice period
				of seven days sent to the
				Successful Bidder, may terminate
				the Contract, in whole or in part,
				at any time for its convenience.
				The notice of termination shall
				specify that termination is for
				ELCOT's convenience, the extent
				to which performance of work
				under the Contract is terminated,
				and the date upon which such
				termination becomes effective.
				On termination, the successful
				Bidder is not entitled to any
				compensation whatsoever
				omponeation initiation ver