Pre Bid response from Directorate of Technical Education (DTE) for RFP No: 02/CYSKY/ DTE/LAPTOP /2016 dated 28/01/2016 and Pre Bid Meeting on 03/02/2016						
Sl No	**Page No**	**Section**	**Content of RFP requiring Clarification(s)**	**Clarification Sought**	**Remarks**	**Response from DTE**
1	8	Point 11	EMD of 1.25 crore needs to be submitted	We request DTE to amend it 80 lac as BID value will be less than 40 crore		As Per RFP
2	25	9 (d)	Engraving of Government of Chhattisgarh Logo at suitable place of the Laptop	Engraving of Govt logo is not possible		As per RFP
3	25	9 (e)	Screen printing on the top of the Laptop	We suggest to have sticker since screen printing actually damages the screen and also not long lasting		As per RFP
4	25	9 (d)	Print/Sticker of the Government of Chhattisgarh logo on the mother board	Since laptop motherboard are very compact in nature hence printing or putting sticker on that will creat technical problem		As per RFP
5	11	Point 11 ,SCOPE OF WORK Sub Point c	Bidder to Install and run the equiment ar respective colleges	Bidders responsibility should be only delivery		As Per RFP
6	12	7.b.10	Laptop test certificate as per the IS 14896:2001 from a notified testing agency	Pls clarify what certification is required on this and also since most of the MNC brand is going to participate on this hence pls allow to submit the same before getting the order as this certification will take atleast 1 month time to get		As per RFP
7	13	Point No 9	PBG of 2.5 crore to be submitted for 2 years	We request DTE to remove this clause		As Per RFP
8	26	11 (d)	The payment will be subject to fulfillment of warranty obligations.	Pls clarify		As per RFP
9	15	Clause C sub point v	Price evaluation will be inclusive of all taxes and delivery charge upto repective locations of Chhattisgarh	We request DTE to amend it to " Price evaluation will be done with all extra charges as applicable at the time of billing"		As Per RFP
10	NA	NA	Single bidder will be selected for RC	We suggest you to split the order into L1 and L2 provided L2 matches the price of L1. this will help you in all respect to get the matrial on time. Same method has been adopted by many other state Govt. on this kind of tender.		As per RFP
11	18	Point 17 & 19	Both Penalty as well LD will be carges for any delay in delivery	Only Penalty to be imposed & **NOT LD**		As Per RFP

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12	33	Annexure IV	Delivery period of 30 days	We request you to change the same to 45 days or 6 weeks. Since these laptop are customize as per your requiremnet and lot of customization need to be done like Logo printing, BIOS in Logo etc… and then delivery at colleges is actually not possible with 30 days.		As per RFP
13	21	Clause NO 30,sub point a	Bidder should conduct 100% pre-despatch inspection on Laptop as per tender specification.	We request DTE to remove this clause		As Per RFP
14	27	Annexure I	Latest Generation Intel Pentium Quad Core processor N 3540 or AMD Quad Core processor A8 7410 processor (clock speed of minimum 2.1 GHZ) 2 MB Cache	Latest Generation Intel Pentium Quad Core processor A1020 or AMD Quad Core processor A8 7410 processor (clock speed of minimum 2.1 GHZ) 2 MB Cache. Since *Ask Intel processor is 2 yrs old and most of the OEM is not having. The same has been migrated in A1020 with better clock speed*		This is to clarify that the criteira for equivalent processor is as below : 1) The Processor should be launched after Q2, 2014 and launched under Laptop/ Mobile processor. 2) Any equivalent/Higher processor of Intel will be evaluated based on specification of N3540 & any equivalent/ Higher processor of AMD will be evaluated based on specification of A87410
15	23	Point 3,sub point h	1% of critical hot spares to be maintained at service centres	We request DTE to remove this clause		As Per RFP
16	24	Point 5,Acceptance	Acceptance by Head of College	We request DTE to remove this clause		As Per RFP
17	27	Annexure I	Linux/ Windows 8.1 Academic version/Windows 10 Home (Value-Emerging Market) Shape the Future Sku	Request you to pls remove the Linux. Also LOE from MS need to be shared with all OEMs before submission of the bid		Please read as below **"Windows 10 Home (Value-Emerging Market) Shape the Future Sku"**
18	27	Annexure I	Standard Rechargeable Li-Ion battery with minimum 04 Hours backup or more	Request you to pls add no of cell i.e. 6 Cell in the battery so that longibility of the back up		As Per RFP

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19	24	Point 7,Service Cenres	Warranty period of 3 years	the clause of Return To Bench Warranty for 1 year and also for next 2 years after warranty (RTB Warranty will exclude battery, charger, plastic parts and bag) to be added		As Per RFP
20	24	Point 7,Service Cenres	Succesful Bidders to open service centres in all Disrict Headquarters	RTB Warranty to be done in following districts: Ambikapur, Bhilai, Bilaspur, Jagdalpur, Korba, Raigarh and Raipur		As Per RFP
21	NA	NA		OEM/Bidder should have atleast 1000 Cr company in India for last 3 yrs		As Per RFP
22	25	Point 8,sub point a	SuccesfulBidders should perform corrective maintenace at centres	We request DTE to remove this clause		As Per RFP
23	NA	NA		OEM/Bidder should have supplied atleast 5000 units in single purchase order.		As Per RFP
24		Processor (Minimum)	Latest Generation Intel Pentium Quad Core processor N 3540 or AMD Quad Core processor A8 7410 processor (clock speed of minimum 2.1 GHZ) 2 MB Cache	Latest Generation Intel Pentium Quad Core processor N 3540 or AMD Quad Core processor A4 PRO 3340B processor (clock speed of minimum 2.1 GHZ) 2 MB Cache		This is to clarify that the criteira for equivalent processor is as below : 1) The Processor should be launched after Q2, 2014 and launched under Laptop/ Mobile processor. 2) Any equivalent/Higher processor of Intel will be evaluated based on specification of N3540 & any equivalent/ Higher processor of AMD will be evaluated based on specification of A87410
25	26	Clause 11, PAYMENT TERMS	100% Payment on Acceptance	We request DTE to change this clause to **"100% Payment on Delivery"**		As Per RFP
26		Chipset	Compatible Chipset as per the processor	Compatible Chipset as per the processor		As Per RFP
27	35	ANNEXURE VI	Proforma of Performance bank Guarantee	We request DTE to amend some clause as shown overleaf		As Per RFP
28		Processor		A8-7410 is higher processor compared to Intel N-3540, please amend with A4 3540.		As Per RFP
29	39	ANNEXURE -IX	Proforma of EMD bank Guarantee	We request DTE to amend some clause as shown overleaf		As Per RFP

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30				Operating temperature of 55 degrees Celsius, Need to be amend to 35 degree Celsius as per industry standard.		As Per RFP
31	11	Clause 6 (a.) at page 11; Clause 14 at page 18 and Clause 5(c at page 24	6 (a.) Proposed Laptop should comply with Acceptance Test Procedure mentioned in Annexure -VII and standard mentioned in this RFP. **AND** 14. **ACCEPTANCE TESTING**: The equipment will be tested by DTE or DTE nominated agency. The supplier should make available a similar system, free of cost, as per the configuration quoted in technical bid. AND **Acceptance** **5 (c)** The Acceptance team would be constituted by the Head of College; team will include an authorized representative of the successful bidder. The Head of College will issue the acceptance / rejection certificate within 10 days of receiving the Laptops mentioning the number of laptops distributed in the college and based on the acceptance/ rejection certificate payments will be released.	**Please add following text at the end of Clause 5 (c at page 24:** However, the Acceptance team shall perform, a visual and quantitative check or any other test specified in the RFP/tender document, of the Equipment/ Software/Products on delivery at site and shall notify the Bidder in writing of any apparent defect, omission or damage. If such acceptance / rejection certificate is not given within ten (10) days, the Equipment/ Software/Products shall be deemed accepted, for the purpose of release of payment and for start of the warranty period and otherwise.		As Per RFP
32			The bidder should submit a proof for testing the proposed model laptop by Government agency namely STQC, EDCIL, ERTL, ETDC for testing of Laptop with bid and submit the test report within 10 days from financial bid opening.	Please clarify as we can share factory test report.		As Per RFP

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33	13 and 18	Clauses 8 and 9 at page 13 and clause 18 at page 18	8. The Performance Bank Guarantee (PBG) as per ANNEXURE-VI amounting to Rs. 2.50 Crore (Rupees two crore and fifty lakh only) has to be submitted prior to signing of Rate Contract. All charges whatsoever such as premium; commission etc with respect to the Performance bank guarantee shall be borne by the selected Bidder. 9. The Performance Bank Guarantee shall be valid for two years (2 years) period from signing of Rate Contract. **AND** 18. PERFORMANCE BANK GUARANTEE (PBG): The Selected Bidder at his own expense shall deposit PBG to DTE Raipur, before signing of the contract. The PBG will be released after the two years of the signing of the contract subjected to successful completion of scope of work mentioned in the RFP.	**Please substitute the following text in place of clause 18 at page 18 of the RFP:** Notwithstanding anything to the contrary contained in the contract, the Performance Bank Guarantee shall be reduced: (a) pro rata by the portion of the contract price payable for any Equipment(s)/ Hardware(s)/ Software(s)/ Product(s) that have achieved User Acceptance/ Operational Acceptance/Deemed Acceptance. Any Bank Guarantee shall automatically become null and void once all the obligations of the Bidder under the respective Bank Guarantee(s) have been fulfilled, including, but not limited to, any obligations during the Warranty Period and any extensions to the period. The Performance Bank Guarantee shall be returned to the Bidder no later than thirty days after its expiration.		As per RFP
34	16	9. (e.) (ii)	**9. (e.) DTE reserves the right to** ii. Modify, reduce or increase the quantity requirements to an extent of 25% of the Maximum Tendered quantity within one year period from signing of Rate Contract.	**Please add following text at the end of Clause 9. (e.) (ii)** (ii.) Modify, reduce or increase the quantity requirements to an extent of 25% of the Maximum Tendered quantity within one year period from signing of Rate Contract. However, in case of any variation in the scope of work, the Parties shall pursue a change control procedure which will be mutually decided by the Parties.		As per RFP

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35			15. PROPRIETARY RIGHTS: The supplier shall indemnify the Purchase against all third party claims of infringement of patent, copy right, trademark, license or industrial design rights, software piracy arising from use of goods or any part thereof within India.	**Please add following text at the end of Clause 15:** 15. PROPRIETARY RIGHTS: The supplier shall indemnify the Purchase against all third party claims of infringement of patent, copy right, trademark, license or industrial design rights, software piracy arising from use of goods or any part thereof within India. However, notwithstanding anything contrary contained herein, the liability of the Bidder in respect of Equipment/ Software not owned by the Bidder shall be restricted to the extent of amount received by the Bidder towards the infringement claims made against the concerned Licensor or owner of the intellectual property rights in the Equipment / Software.		As per RFP
36	18	17	**17. PENALTY**: All the items should be delivered as per the schedule of delivery attached in the Annexure-IV from the date of placement of order by DTE, any delay will attract penalty of 0.5% of the undelivered item value per week up to a maximum of 5% and the penalty shall be deducted from final amount payable by DTE against the Order.	**Please add following text at the end of Clause 17:** However, the Bidder shall be liable to the Penalty, only if the delay is for reasons solely attributable to a default by the Bidder (excluding force majeure). Payment of Penalty by the Bidder shall fully satisfy the Customer in respect of failure of the Bidder to maintain the service level standards and no further amounts shall be claimed by the Customer for damages or compensation from the Bidder in respect thereof. However, overall penalty shall not exceed 2% of the Contract value. Penalties and Liquidated Damages shall not run concurrently for the same cause.		As per RFP

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37	19	19	**19. LIQUIDATED DAMAGES:** If the supplier fails to deliver any or all the goods or perform the services within the time period specified in the contract, DTE shall without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, (Not by way of penalty) 2% per week of the value of undelivered items maximum of 5% and the penalty shall be deducted from final amount paid by DTE, DTE reserves the right to cancel the order in case the bidder will not deliver the equipment beyond 2 weeks after the delivery period.	**Please add following text at the end of Clause 19:** Notwithstanding anything contrary contained in this contract, in case, there is a delay in the delivery or acceptance testing of the Deliverable(s)/ Equipment(s)/Product(s) and/ or performance of Services, in accordance with the time schedule for the reasons solely attributable to the Bidder, then the Customer may claim from the Bidder, as liquidated damages in respect of the delay, a sum equivalent to 0.25% of the value of the delayed Deliverable(s)/ Equipment(s)/ Product(s) and/or Services for every week of delay or part of a week, subject to the maximum value of the liquidated damages being not more than 5% of the value of delayed Deliverable(s)/Equipment(s)/Product(s) and/or Services. Payment of liquidated damages shall fully satisfy the Customer's claims in respect of delay and no further amounts may be claimed for damages or compensation from the Bidder in respect thereof.		As per RFP

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38	19	clause 20 at page 19 and clause 23 at page 20	**20. TERMINATION FOR DEFAULT:** DTE may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, terminate this contract in whole or in part. a. If the supplier fails to deliver any or all of the goods within the time period(s) specified in the contract. b. If the supplier fails to perform any other obligation (s) under the contract; or c. If the supplier, in either of the above circumstances does not rectify / remedy its failure within a period of 15 days (or such longer period as the DTE may authorize in writing) after receipt of the default notice from DTE. In the event DTE terminate the contract. **23. TERMINATION FOR CONVENIENCE:** DTE, may by 14 days time period written notice sent to the supplier, terminate the Rate Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for DTE's convenience and the extent to which performance of work under the Rate Contract is terminated and the date upon which such termination becomes effective.	**Please add following text at the end of Clause 23:** Notwithstanding anything contrary contained herein, the Customer shall make payment for the Deliverable(s)/ Equipment(s)/ Software(s)/ Product(s) duly supplied and/or Service(s) performed, including also the work in progress, up to the date of termination. The term "work in progress" shall include but not be limited to the value of goods meant for delivery to the Customer for which prior to the date of termination (i) manufacturing/ service delivery process was initiated by HCL or its vendors; or (ii) order was placed by HCL on its vendors.		As per RFP

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39	19	21(d)	**21. FORCE MAJEURE** d. If the force majeure condition(s) mentioned above be in force for a period of 30 days or more at any times, DTE shall have the option to terminate the contract on expiry of 30 days of commencement of such force majeure by giving 14 days notice to the supplier in writing. In case of such termination, no damages shall be claimed by either party against the other, save and except those which had occurred under any other clause of this contract prior to such termination.	**Please substitute the text of sub-clause (d) of clause 21 by the following text:** The Bidder shall have no liability for any failure to perform, or delay in performance of its obligations due to governmental decision, war (including acts of terrorism and warlike acts, even if no formal state of war has been declared), civil or military uprising, sabotage, fire, flood, droughts, monsoon, natural calamities, epidemics, quarantine restrictions, disturbance in supplies from normally reliable sources (including, but not limited to electricity, water, fuel and the like), strike and lockout or any other event which is beyond the control of the Bidder or its suppliers. The Bidder shall promptly notify the Purchaser of any delay caused by Force Majeure. If the delay resulting from Force Majeure exceeds two (2) months, either Party may cancel the unperformed part. Payment shall remain due for the performed part, and the Parties shall promptly settle their accounts accordingly.		As per RFP
40	20	24	**24. RESOLUTION OF DISPUTES:** DTE and the supplier 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. If, after thirty days from the commencement of such informal negotiations DTE and the supplier have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution as per Arbitration and Conciliation Act, 1996.	**Please add following text at the end of Clause 24:** The Customer and the Bidder shall make every effort to resolve amicably by direct negotiations any disagreement or dispute between them on any matter connected with the contract or in regard to the interpretation of the context thereof. If, after seven (7) days from the commencement of negotiations, the Customer and the Bidder have not been able to resolve amicably a contract dispute, such differences and disputes shall be referred to a Sole Arbitrator to be appointed by the President of Indian Council of Arbitration, New Delhi in accordance with its rules. The Arbitration award etc. shall be binding upon the Parties. And the Venue of Arbitration shall be New Delhi.		As per RFP

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41	20		**27. TAXES & DUTIES:** The supplier shall be entirely responsible for all taxes, duties, license fee etc. All custom duties and levies, duties, Indian Foreign Exchange Law, RBI Guidelines, sales tax payable on components, raw materials and any other items used for their consumption or dispatched directly to respective location of colleges in the state of Chhattisgarh.	**Please add following text at the end of Clause 27:** In case any national or state statute or any local law or regulation or by-law of any duly constituted authority is changed or comes into force which results in extra costs/tax in relation to the provision of the Equipment/ Software/ Services, the consequential effect shall be to the account of the Customer and the same shall be borne by the Customer. Any additional Cost (in terms of tax) on account of change in law- customer to bear that cost.		As per RFP
42	20		**28. DEFENCE OF SUITS:** If any action in court is brought against the DTE/ Consignee for failure or neglect on the part of the contractor to perform any acts, matters, covenants or things under the contract or for the damage or injury caused by the alleged omission of neglect on the part of the contractor, his agents, representatives or sub-contractors, workmen supplier or employees, the contractor in all such cases shall indemnify and keep DTE harmless from all costs, damages, expenses or decrees arising out of such action.	**Please add following text at the end of Clause 28:** Notwithstanding anything to the contrary contained in the contract, Bidder's aggregate liability arising out of or in connection with the contract, whether based on contract, tort, statutory warranty or otherwise, shall be limited to the amount actually paid by the Customer to the Bidder in respect of the Equipment / Software / Services that are subject matter of a claim subject to a maximum of 100% of the contract value. The Bidder shall not be liable for any special, indirect, incidental or consequential damages of any kind including but not limited to loss of use, data, profit, income, business, anticipated savings, reputation, and more generally, any loss of an economic or financial nature, whether these may be deemed as consequential or arising directly and naturally from the incident giving rise to the claim.		As per RFP
43	16	9 (e) Change in Locations	Change the list of areas of supply locations from time to time based upon the requirement of the purchase.	We understand any change in locations will be before the supply order is issued to vendor. Kindly confirm.		As per RFP
44	23 28	2 3 (i) Annex 1, CIS	3) Preloading: a) A Hindi software complying with Unicode standard should be preloaded. b) Any other free educational contents that are useful for the students shall be preloaded in the Laptops.	DTE to supply the softwares		As per RFP

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45	25 28	9 Annex 1, CIS_Traceability	1) The Laptops supplied under this scheme are meant to be distributed to the students within Chhattisgarh on free of cost basis. In order to prevent the misuse of the Laptop such as unauthorized sale by the beneficiaries or diversion to the open market, the following incorporations shall be made in the Laptop. 2) All the Laptops must be manageable over the cloud: i. All the devices should be provisioned for managing and controlling by the cloud based servers and software setup within CG State Data Centre for this purpose, for pushing the educational / informational content and tracking of devices. ii. All the devices must the configurable and controllable over network using built-in manageability and remote system control mechanism. iii. All the devices should be provisioned for providing remote and automatic updates and upgrades from a centralized web based interface. 3) On-screen display of Government of Chhattisgarh Logo on switching the Laptop which shall be burnt in the chip. 4) Engraving of Government of Chhattisgarh Logo at suitable place of the Laptop (design will be	The cloud based application must be provided by DTE. Engraving of Govt Logo is not possible on the mother board Screen printing should be replaced with Sticker on the notebook		DTE will provide the software for the client application for the cloud enablement to the successful bidder. Successful Bidder will be required to pre-load the required application in the Laptops before delivery. Other terms and conditions are same.
46	11 16 23 33	6 9 (d) (ii) 3 Annexure-IV, Delivery	1) The bidder will be required to deliver the items at respective location of Colleges all across the Chhattisgarh. The List of the location will be provided by DTE after signing the Rate Contract with the successful Bidder. 2) DTE will place the purchase order to successful	Requesting for delivery time of 45 days for the 1st lot. This is in view of time taken to customize the machine as per your requirement.		As per RFP
47	9	5 (6), Technical Assistance Centre (TAC)	OEM whose products have been offered in the bid shall have Technical Assistance Centre (TAC) and shall have Toll Free Number for TAC. OEM should have their own office in India manned with their own engineers.	HP has own office in India, however, all service support will provided be through Authorised Service Partners.		As per RFP

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48	24	7, Service Centers	1) Operate their service centre/ Authorized Collection Centre at district of supply for a period of minimum 3 years. Maximum service time frame to resolve the problem and handover the Laptop to end user shall not exceed beyond 72 Hrs. 2) The Successful Bidder shall set up service centre / Authorized Collection centre facility in all the District Headquarters in the Districts where it has supplied the Laptop within 30 days from the date of issue of Purchase Order by Purchaser (DTE). These service centres should operate in these districts throughout the warranty period of 1 year and further for a period of 2 years (total 3 years).	Based on the quantity of total laptops spread across all Districts, we estimate a very low volume of call rates per District, which makes it unprofitable to open exclusive service centers. We propose to adhere to the required resolution time of 72 hrs onsite warranty, through our existing service setup in Chhattisgarh, with enhancements wherever required. We request you to remove the mandatory requirement of opening service centers in each District		As per RFP
49	20	23, Termination for Convenience	DTE, may by 14 days time period written notice sent to the supplier, terminate the Rate Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for DTE's convenience and the extent to which performance of work under the Rate Contract is terminated and the date upon which such termination becomes effective.	We request for 45 days notice before termination for convenience.		As per RFP
50	24 26	6 11, Payment Terms	1) The Successful Bidder shall raise the invoice for the Laptops supplied in the name of DTE and shipping address will be Colleges address, where the Laptops are delivered. A signed copy of delivery and acceptance certificate of Laptop by College Head should be submitted with Invoice. 2) 100% payment will be released after submission of acceptance certificate received from the respective colleges. 3) The payment will be subject to fulfillment of warranty obligations. 4) Payment shall be made within 30 days of the submission of invoices.	1) We understand the Bill submission and Payment release will be from a single centralized location. Kindly confirm. 2) As the number of delivery locations are very high, Kindly confirm if vendor can claim for partial payments - District wise. 3) Request to remove point 'd' in Clause 11, as the payment terms are 100% on completion of delivery and 5% sample inspection/acceptance.		As per RFP

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51	14 15 18 26 31	8 (1) 9 (c) (ii) 10 11 Annex III, Price and Validity	* The price schedule should include, the price of goods at the site including all duties, sales taxes and other levies if any. * In a tender where all the tenderers are from within the State of Chhattisgarh, or where all the tenderers are from outside the State of Chhattisgarh, the sales tax shall be included for the evaluation of the price; and * Price evaluation will be Inclusive of all Taxes and Delivery charge up to respective location of Chhattisgarh * DTE will not be responsible for any erroneous calculation of tax rates or **any subsequent changes in rates or structure of applicable taxes. All differences arising out as above shall be fully borne by the Successful Bidder.** * PERIOD OF VALIDITY. Bids shall remain valid for 90 days after last date for bid submission prescribed by DTE which may be extended with mutual consent. * The Duties and Taxes as applicable at the time of supply within the Delivery Schedule specified in the Tender will be paid. In case, the Duties and/or Taxes have been reduced retrospectively, the successful bidder is liable to return the same. * Above rates are inclusive of all taxes and Rates	1) We request for an equivalent adjustment in prices, in case of variation in exchange rate by more than +/-5% from the base rate at the time of quote. 2) As indicated in Page 26 Clause 11 (e), the Duties and Taxes as applicable / prevalent at the time of supply within the Delivery Schedule specified in the Tender will be paid. Kindly confirm. 3) The terms in Page 15 9 (c) (ii) (iv) is not clear. Kindly help to provide more details: "In a tender where all the tenderers are from within the State of Chhattisgarh, or where all the tenderers are from outside the State of Chhattisgarh, the sales tax shall be included for the evaluation of the price".		As per RFP
52	9	4, Local Office	The bidder should have a local office in the state. However, if the local presence is not there in the state, the selected bidder should give an undertaking for arranging for the same within one month of award of the contract.	HP does not have a registered office in Chhattisgarh. However, HP has a significant presence in Chhattisgarh through its business managers and authorised sales and service partners. HP undertakes to open its 'Business Center' in Chhattisgarh, if awarded, to meet the requirements of the customer.		As per RFP

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53	27	annexure 1, Processor	Latest Generation Intel Pentium Quad Core processor N 3540 or AMD Quad Core processor A8 7410 processor (clock speed of minimum 2.1 GHZ) 2 MB Cache	The Processor should be exactly as per the processor number mentioned in the tender. "or higher" should not be applicable on processor. The reason is that any change in processor will impact the platform. Also few processors like Intel's A1020 is not available with HP		This is to clarify that the criteira for equivalent processor is as below : 1) The Processor should be launched after Q2, 2014 and launched under Laptop/ Mobile processor. 2) Any equivalent/Higher processor of Intel will be evaluated based on specification of N3540 & any equivalent/ Higher processor of AMD will be evaluated based on specification of A87410
54	27	annexure 1,Keyboard	Standard full size Keyboard with touch pad with Rupee symbol	Requesting for removal of Rupee symbol		Please read as below **"Standard full size Keyboard with touch pad with or without Rupee symbol"**
55	28	annexure 1, Content	a) A Hindi software complying with Unicode standard should be preloaded. b) Any other free educational contents that are useful for the students shall be preloaded in the Laptops.	Requesting DTE to provide the software		As per RFP
56	21	30 (1), TPA Inspection	Such manufacturers will be required to set up storage warehouse in Raipur or in the District Headquarters of the allotted Districts. The third party inspection agencies appointed by DTE will test the sample lot at the warehouse. Only after the third party testing agency clears the lot, it will be allowed to move to the distribution point. In case the samples tested do not qualify, the entire lot will be rejected. DTE will not be responsible for any costs associated with such rejection. The manufacturer will be responsible for the Laptop till it is delivered at the specified delivery points and accepted by the Institution. Only after such acceptance, the responsibility of the manufacturer will cease.	We understand that the period required for customer to complete the pre-dispatch inspections should be excluded from Delivery TAT, for calculation of any LD. Kindly confirm.		As per RFP

Sl No	Page No	Section	Content of RFP requiring Clarification(s)	Clarification Sought	Remarks	Response from DTE
57	24	7, Service Centers	The Successful Bidder shall set up service centre / Authorized Collection centre facility in all the District Headquarters in the Districts where it has supplied the Laptop within 30 days from the date of issue of Purchase Order by Purchaser (DTE). These service centres should operate in these districts throughout the warranty period of 1 year and further for a period of 2 years (total 3 years).	Based on the quantity of total laptops spread across all Districts, we estimate a very low volume of call rates per District, which makes it unprofitable to open exclusive service centers. We propose to adhere to the required resolution time of 72 hrs onsite warranty, through our existing service setup in Chhattisgarh, with enhancements wherever required. We request you to remove the mandatory requirement of opening service centers in each District, which adds significantly to the cost of the product.		As per RFP
58	9	5.ELIGIBILITY CRITERIA	Bidder should be from one of the top 5 OEM firms in terms of market share of Laptops / Desktop Globally or in India in any quarter as per International Data Corporation (IDC) report for the year 2013-14 or 2014-15.	As per RFP Page No 3, A bidder can be OEM or it Authorized Partner or Distributor but this particular clause ask for IDC Top 5 firms and If an OEM bid with there Authorized Partner or distributor they can't be in IDC Ranking, Please remove or Amend this clause to "Bidder or OEM should be from one of the top 5 OEM firms in terms of market share of Laptops / Desktop Globally or in India in any quarter as per International Data Corporation (IDC) report for the year 2013-14 or 2014-15"		If a single authorized represantative of a OEM is participating in the bid then OEM should be from Top 5 IDC brand as per the Eligibility Criteria condition.
59	25	7. SERVICE CENTRES:	b) The Successful Bidder shall set up service centre / Authorized Collection centre facility in all the District Headquarters in the Districts where it has supplied the Laptop within 30 days from the date of issue of Purchase Order by Purchaser (DTE). These service centres should operate in these districts throughout the warranty period of 1 year and further for a period of 2 years (total 3 years).	RFP asked for onsite warranty on Laptops and also service centre to be opened in districts of State of Chattisgarh, Request to please amend the same either "Warranty to be Return to Bench or Service centre at the district level to be removed from this clause"		As per RFP
60	25	9. TRACEABILITY OF LAPTOP SUPPLIED:	b) All the Laptops must be manageable over the cloud:	Request to please remove this clause as it will be Vendor specific and it will favour to only 1 OEM.		DTE will provide the software for the client application for the cloud enablement to the successful bidder. Successful Bidder will be required to pre-load the required application in the Laptops before delivery. Other terms and conditions are same.

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61	27	ANNEXURE-ITECHNICAL SPECIFICATION AND COMPLIANCE SHEET	Memory-4 GB DDR 1333 MHz RAM expandable up to 8 GB	Request to please amend the same to "4 GB DDR 1333 MHz RAM expandable up to 8 GB with 2 DIMM Slots" because if the Students want to upgrade the Memory TO 8GB they will have to procure 8 GB RAM Module and present 4GB RAM Module which is originally supplied with Machine will be a waste for them but incase of 2 DIMM Slots students would be required to procure only one 4GB RAM Module to upgarde the Machine to 8GB Memory.		This is to clarify that for expending from 4 GB DDR RAM to 8 GB RAM, 2 DIMM slots have to be provided
62	28	ANNEXURE-ITECHNICAL SPECIFICATION AND COMPLIANCE SHEET	Cloud enabled-Device should be loaded cloud enabled software with the support of 1 year. Certificate from the cloud enabled software provider should be provided in the technical bid	Request to please remove this clause as it will be Vendor specific and it will favour to only 1 OEM, In Last Year RFP this clause was removed from the RFP post pre bid meeting by the Procuring Department.		DTE will provide the software for the client application for the cloud enablement to the successful bidder. Successful Bidder will be required to pre-load the required application in the Laptops before delivery. Other terms and conditions are same.
63	New	Additional Clause:-ERV Clause		Request to please include a clause on price revision on account of forex variation		As per RFP
64	30 Sub Section 9	25	Tracebility of Laptop supplied	The end user should not be able to uninstall the application. For this purpose it is proposed that the cloud solution is rooted in the device and OS.	This clause is a necessity to ensure that the user does not uninstall the application, which will lead to device not being traceable over the cloud. Thus it is very important to secure the cloud based application by rooting it.	Clarified in Corrigendum

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65	30 Sub Section 9	25	Tracebility of Laptop supplied	The credibility of the cloud based solution should be verifiable. This should be done by putting in a criteria for prior experience of the software.	Solutions that have been deployed earlier, especially with Governments in the country, help in increasing its credibitliy. This reduces the risk of issues at the time of deployment. The greater the number of devices deployed the better the credibility.	Clarified in Corrigendum