

S.No	Page no. /Clause	Title of the clause	Description of Clause	Name of the firm	Amendment Request	Suggestions by the Bidders	Recommendation of Committee
1	11,4		eligibility caiteria turn over Rs. 1 crore	HP		Department may consider to revised it in view of quantity has been revised from 20,000 to 56,000	Not Accepted
2				Lenovo		the consortiom may be allowed but wipro, HCL and other vendors oppose the suggesstion	Not Accepted
3	13,5		Specification Microsoft PIL clarification			Microsoft clarified in the meeting as -----	Microsoft representative clarified and included in revised RFP in Chapter 5
4			Insurance clause: One year insurance against theft and accidental damages	HP/Lenovo		The bidder may be given the option for bunddled insurance, the claim if arries may be settled by the beneficiary student directly with Insurance Company.	Accepted
5			Delivery and installation	HP/Lenevo			Examined and refer in revised RFP
6			Submission of 2 samples with testing reports through ETDC/ERTL	HP/Lenovo/wipro/HCL		ETDC/ERTL testing requires 3 to 4 weeks, and OEMs will apply in ETDC after prebid clarifications in which specifications have been final and ETDC/ERTL requires specifications, hence department may consider: 1. To abolish this provision. 2 The firm may be	Examined and refer in revised RFP
7			One day training at the time of distribution of laptops	HP/Lenovo/wipro		The department may please clarify the scope of one day training at the time of distribution of laptops	Examined and refer in revised RFP
8	21,7.7(4)		Change the list.....of the purchase	HP		Deptt. May clarify	Not Accepted
9	29,9.6(1)a		The S.no. of laptop insist of their Hardware part	Lenovo /HP		Dept may consider for mentioning Sr.N. of Laptops only	Examined and refer in revised RFP
10	30,9.7(a)		Delivery period 45 days	HP/Lenovo /Wipro/HCL		Department may consider to increase the delivery period 45 daysto 3 to 4 months as the quantity has been increased from 20,000 to 56000	Examined and refer in revised RFP
11	30,9.7(b,c)		The supply & installation	HP/Lenovo		The pre dispatch inspaction provision is avalable and preinstalled software are there then what is the need of intallation, pl. clarify	Examined and refer in revised RFP
12	31,9.8(1)		the word replacing	HP		there should be replacing/Repairing	Examined and refer in revised RFP
13	31,9.8(1)		if the complainsome days may be deleted	HP			Examined and refer in revised RFP
14	9.8 d (2)		it should be next business day within 48 hours	HCL			Examined and refer in revised RFP
15	33,10.1		the payment condition	HP		the payment condition may be revised some part of the payment in advance to successful bidder	Not Accepted

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16			Warranty clause: 2 years comprehensive warranty as per SLA defined for quality service support against PBG	HP/HCL/Acer		various suggestions received in writing	Examined and refer in revised RFP
17	Nil		EMD	Acer		EMD Mentioned in Page 1 and Page 37 point no 29. are different . Page 1 is 72 L and 37 is 80L. Requesting for EMD in form of BG for Rs 20L.	Not Accepted
18	11		Closing Date of E- tender	Acer		It is not possible to complete the testing for netbooks by ETDC within 15 days, ETDC takes atleast 30 days for testing. Thus requesting for the sufficient time take prebid clarification adn tender submission . Hence we request min 45 days time between sub	Examined and refer in revised RFP
19	11,1		Eligibility Criteria Laptop- OEMs can bid for tender	Acer		As most of the OEM have indirect approach to market hence request you to allow quote thru one of the business partner.	Examined and refer in revised RFP
20	12,5		Eligibility Criteria	Acer		10 services centers across. Service center can be decided based on population of notebooks across district. Vendor is willing to abide to standard SLA . The precondition of service center should not be imposed, as it will add to the cost of Notebook.	Not Accepted
21	15,6.4		E-tendering processing charge	Acer		No Govt / Quasi govt organisation charges tender processing fee. Hence requesting waiver on the same.	Not Accepted
22	26,8.15-3		Support	Acer		Support to be provided by OEM/ ASP.	Page no 26 clause 8.3 the word at school level replaced by all authorized service centre .
23	31,9.7- g		Service Center Representative	Acer		Details of Service center representative cannot be provided to each consignee. A sticker carrying toll free number will be made available with netbook. Each consignee will call the toll free call center. Call center wil there after guide the end user to n	Examined and refer in revised RFP
24	31,9.7- i		Training	Acer		Training can be provided at 33 district HQ on a designated date and time. It cannot be provided to students and teacher at individual location. Distribution has to be concluded at a designated location in each district	Examined and refer in revised RFP
25	32,9.8 -3		Free Service	Acer		Free service will be provided only for electonic failure . In case there is a physical damage arising due to mishandling the same will be exempted from free service.	Not Accepted

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26	32,9.9		Stickers	Acer		Netbooks will have stickers of call center. No other service details will be pasted on netbook. Call center will guide the student towards the nearest service center. Hence amendment is requested in this clause	Not Accepted
27	33,10.1		Payment	Acer		Requesting for centralised payment instead of 33 district wise payment. ETDC testing certificate is provided along with tender. Hence linking the same to payment of 1% may not be necessary. Consignee testing cannot be avoided since the entire material is	Not Accepted
28	42,12		Penalty for delivery	Acer		The said penalty of 0.25% per day is on the higher side. Hence requesting for amendment to 0.5% of undelivered qty per week and a maximum limit of 5% . Also penalty to start from the proposed revised delivery terms (45 + 30 days)	Examined and refer in revised RFP
29			benchmarking	Acer		Tender asked for benchmarking . but need to clarify on the minimum required score to qualify the product . (Benchmark doesn't mention the benchmarking software name and version)	Examined and refer in revised RFP
30			Student Name on Laptop	Acer		SL# , Scheme name & Student name printing on the top cover of note book. Student Name is practically not possible, we can leave the space empty, student can put their name with marker later on themselves.	Examined and refer in revised RFP
31	section 513/14,		Technical specifications	Acer		Kindly clarify the processor Intel N2600 is 1.6 Ghz and N2600 is 1.86 Ghz	Examined and refer in revised RFP
32	section 513/14,		Technical specifications	Acer		Protection against accidental damages - Is it for data protection thru software or physical HDD protection, as HDD OEM has some sort of default protection against shocks.	Examined and refer in revised RFP
33	section 513/14,		Technical specifications	Acer		Gfx controller , we assume it is graphics controller only	Examined and refer in revised RFP
34	section 513/14,		Technical specifications	Acer		Antivirus, as Vendor we can provide the AV with validity period of the warranty, However updation responsibility is with user from internet.	Examined and refer in revised RFP
35	section 513/14,		Technical specifications	Acer		Insurance, We will provide cover thru reputed insurance company in India. However it will be to their terms and condition, on which we will not have any control.	Examined and refer in revised RFP
36	section 513/14,		Technical specifications	Acer		Design, Ergonomically Rugged Design. Kindly clarify what type of design does department want. As per Wikipedia Rugged Design refers to MIL standards which are not available at entry level.	Examined and refer in revised RFP
37	section 513/14,		Technical specifications	Acer		Name of Student is practically not possible , need waiver on the same.	Examined and refer in revised RFP

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38	section 513/14,		Technical specifications	Acer		Device drivers for Windows and Linux to be locked read only partition - it will take additional space on top of the dual boot OS. . We suggest we provide the Driver CD which can be used for windows and linux in case of OS crash or HDD replaced.	Examined and refer in revised RFP
39	section 513/14,		Technical specifications	Acer		Carry case - Pls clarify whether you need std carry case or netbooks sleeve cover as both have different commercial values.	Examined and refer in revised RFP
40	section 513/14,		Technical specifications	Acer		Since it is time bound delivery schedule we suggest order only to be placed after Department and Vendor have mutually agreed on the image of the software to be loaded.	Examined and refer in revised RFP
41	6 & 16,		EMD in form of DD or Banker's Chq.	HCL		It Should be in form of Bank Guarantee, bcoz amt is high.	Not Accepted
42	11,		OEM Bidder should have executed a single order for supply, installation & commissioning of laptop computers for a value of at least Rs. 1 Crore & above for any Govt. Department/Organisations/Public Sector Undertaking in india in the last 3 Years.	HCL		Order Value should be min. Rs. 10 Crore in last three Years.	Not Accepted
43	12,		The Bidders should have at least 10 service centre across the state. The Service centre may be run by manufacturer or Franchies or authorized distributor/dealers.	HCL		The Bidder Should establish an ITIL V3 certified Helpdesk at Jaipur for L1 Support & Service Engineer should be available at more than 10 central locations in Rajasthan to provide after sales service.	Not Accepted
44	13,		X86 Architecture Dual Core Processor with Minimum 1.66 GHz freq. or higher	HCL		Intel Pentium Dual Core Processor or AMD equivalent	Examined and refer in revised RFP
45	13,		10.1" or higher LCD TFT color display	HCL		14" Display with screen resolution of 1024x768 or higher	Examined and refer in revised RFP
46	13,		Weight 1.5 Kgs	HCL		Weight 2.2 Kg or less	Examined and refer in revised RFP
47	13,		Latest version of MS Windows 7 OS (through PIL scheme existing with GoR and MS MoU) and complete Linux with functional	HCL		Latest version of MS Windows 7 OS (through Shape the Future National Academic SKU as approved by MS for GoR) for typing in Word, Spreadsheet and Presentation purpose, and complete Linux with functional.	Examined and refer in revised RFP

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48	13,		Antivirus	HCL		For Linux there will be no Antivirus	Examined and refer in revised RFP
49	14,		Design: Ergonomically rugged design	HCL		Rugged design is expensive & used for Defence not for common use, pls. remove this from Spec.	Examined and refer in revised RFP
50	15,		Award of Contract/SLPC reserve right to	HCL		For timely execution of this project, Contract should be awarded in L1, L2 & L3 in the ratio of 40:30:30, if L2 & L3 match the price of L1 bidder.	Examined and refer in revised RFP
51	27,		Submission of 2 Sample Laptop	HCL		Whether Samples will be ETDC certifide or extra sample, if it is ETDC Certifide then min. 6 weeks required from the date of release of Final RFP.	Examined and refer in revised RFP
52	27,		Benchmark Testing for Laptop	HCL		Who Will arraneg this testing ? Types of test, location of the lab and how many samples required for testing.	Examined and refer in revised RFP
53	30,		Delivery Period	HCL		45 Days Delivery Period is very less, it should be min 120 days & should be in part.	Examined and refer in revised RFP
54	31,		Warranty Clause: Call need to be attended same day if reported before 2PM & next day if reported after 2PM	HCL		It should be min 48 hours to attend the call	Examined and refer in revised RFP
55	32,		Call Centre Facility	HCL		It should be ITIL V3 Certifide Helpdesk in Rajasthan exclusive for this project.	Examined and refer in revised RFP
56	33,		Payment Clause	HCL		90% Payment should be made against delivery & 10% against installation & payment should be released centrally.	Not Accepted
57	42,		15 (i) Warranty: 36 Months	HCL		How much warranty required 24 month or 36 month ??	Examined and refer in revised RFP
58	Page 11, Clause 4.1 (1)		Direct Execution - LAPTOP- OEMs are only eligible to apply.	HP		* When will the samples be returned? * Who will bear cost for the testing from any govt run STQC/ETDC/ETRL Laboratory? * Commissioning include wiring, cabling, integrating with purchaser equipment, accessories, and software supplied by other vendors?	Examined and refer in revised RFP
59	Page 14, Clause 5 (17) Page 13, Clause 5 (13) Page 13, Clause 5 (19) Page 30, Clause 9.7		1) Carry case with printed logo of the scheme and serial number of the laptop 2) Laptop with one sticker with sl no, name of the student and name of the scheme 3) Pre-loading of s/w and client content: Vendot to work with Education Department and Technical	HP		* Warranty mentioned as 3 years in Page 35, Clause 14 (iii) and Page 42, Clause 15 (i). * As per Page 42, Clause 15 (i), Warranty starts after installation and comissioning. * In Page 43, Clause 15 (iii) if SLA crosses 48 hrs (without providing any backup	Examined and refer in revised RFP

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60	Page 25, Clause 8.15 (1) Page 12, Clause 4.1 (5) Page 13, Clause 5 (13) Page 13, Clause 5 (14) Page 31, Clause 9.8		* 2 years comprehensive warranty (at school level), from the date of delivery. * SLA - 3 calendar days (including day of complaint). Penalty of 100/- per student per day. Standby upto 15 days (penalty will not be levied). Beyond 15 days, penalty of 100/-	HP		* This should be Purchaser responsibility as they will be having physical possession and will be the owner of the goods.	Examined and refer in revised RFP
61	Page 14, Clause 5 (15) Page 41, Clause 7 Page 45, Clause 4.9 c Page 55, Clause 16		* One year insurance against theft and accidental damages. * The goods supplied under the contract should be covered for comprehensive insurance by the Successful Bidder till delivery and acceptance by the authority concerned.	HP		EMD is mentioned as 80 lacs in Page 37, Clause 29	Examined and refer in revised RFP
62	Page 20, Clause 3.9		72 lacs. Will be converted as part of the Security Deposit and returned after contract fulfilment.	HP			It is clarified that successful bidder will have the option either to adjust the EMD amount in SD or may submit 5 % of total tendered cost SD in the form of BG separately and in this case EMD will be refundable.
63	Page 22, Clause 8.3		5% of PO value inclusive of EMD value, through DD or BG till completion of warranty. Only successful bidder will submit security deposit on receipt of confirmation from SLPC. Forfeited if successful Bidder withdraws the Bid during the Bid validity or fails	HP		* Please clarify on this - request to remove as we are giving 5% security deposit.	Not Accepted

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64	Page 25, Clause 8.15 Page 33, Clause 10		* PBG of 50% valid for contract period as performance security, valid for contract period. * Another PBG of 5% of PO value at time of bill submission/payment collection.	HP		* What is DOE? Will there be total 33 delivery locations + locations where district has two DOE's? * Who will deliver to the end users? * Where will the installation/commissioning/testing be done? Centrally at the DOE for each District? * SNR clause? * Wi	Examined and refer in revised RFP
65	Page 25, Clause 8.15 Page 41, Clause 8		* Consignee - DEO Secondary or DEO secondary I (if the district has two DEO secondary). Quantity distribution as directed by SLPC. There are 33 Dist HQ's. * Deliverey, Installation and Commissioning within 45 days from the date of Purchase Order. * SLPC i	HP		Rejection right of customer for 3 years in Page 35, Clause 14 (iii). Please confirm that it will be 1 month as in Page 31, Clause 9.8.	Examined and refer in revised RFP
66	Page 31, Clause 9.8		Supplier is liable to replace any item found defective due to manufacturing defect or design fault or transit damage occurred at the time of supply or within one month from the date of installation.	HP		What is this 5% PBG? Is the 5% PBG, same as the 5% security deposit submitted earlier? Centralised or de-centralised bill submission and collection? Payment period not mentioned - time to pay after invoice submission? Please clarify on the test report? Is	Examined and refer in revised RFP
67	Page 33, Clause 10		* Milestone - 100% after complete delivery and installation (scope of work). * Documents - - Testing report (1% units to any consignee), - PBG 5% of the PO value valid for 2 years warranty period, - POD & Installation certificate.	HP		* Check for VAT/CST. Check for Entry tax / RP * Please confirm if customer will provide Road Permit OR Will the customer reimburse any octroi/entry tax applicable, on submission of original receipt?	Examined and refer in revised RFP

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68	Page 20, Clause 7.5.3 Page 57, Annexure-2		* The price in the price bid will include all the taxes, freight, etc. * All rates quoted must be FOR destination and should include all incidental charges and taxes etc.	HP		1) Please clarify this - 'Equivalent to' or 'Upto' 10%? 2) What is 'First 3 year of Warranty period'? Will this be first 1 year, as the warranty is for 2 years? 3) LD in Page 38, Clause 35 (ii) is shown differently. Please confirm if the LD on Page 38	Examined and refer in revised RFP
69	Page 10, Clause 3.8 Page 46, Clause 26		* Sole arbitrator appointed by the Principal Secretary School & Sanskrit Education. * In case of any dispute, the matter will be referred to a Sole Arbitrator to be appointed by the Managing Director of SLPC. The arbitration shall be held in Bikaner, Indi	HP		Please clarify that sublet by HP internally (delivery, service, etc) is ok.	Not Accepted
70	Page 21, Clause 7.7 (6)		SLPC reserves its right to withhold any amount for the deficiency in the service aspect of the ordered items supplied to the Education department.	HP		Please clarify if can remove consequential losses. Please propose our standard Limitation of Liability clause.	Not Accepted
71	13,		TECHNICAL SPECIFICATIONS	HP		Requesting it to be changed to 2.0Ghz	Examined and refer in revised RFP
72	13,		TECHNICAL SPECIFICATIONS	HP		14" or higher LCD TFT colour display	Examined and refer in revised RFP
73	13,		TECHNICAL SPECIFICATIONS	HP		HP offer HD camera; which is a new and better technology	Examined and refer in revised RFP
74	13,		TECHNICAL SPECIFICATIONS	HP		Weight – 2.4Kgs	Examined and refer in revised RFP
75	14,		TECHNICAL SPECIFICATIONS	HP		Battery- 6 cell Lithium Ion with minimum 4 hours of backup	Examined and refer in revised RFP
76	14,		TECHNICAL SPECIFICATIONS	HP		Govt of Rajasthan to provide this content	Examined and refer in revised RFP
77	43,		Testing report from STQC/ETDC/ERTL	HP		Submit testing report of laptop from any Govt. run STQC/ETDC/ETRL Laboratory:: Non of the above labs are accepting notebooks since they don't have any directive. Need a testing format and Labs should be intimated about the tests.	Examined and refer in revised RFP

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78				Sai InfoSystem (India)		we would like to request you to allow the Bidder, who is authorized by their OEM, to participate in the tender. In this case, further we would like to request you to consider the experience of Bidder / OEM in the Eligibility Criteria. Hence, we request yo	Examined and refer in revised RFP
79	13,		TECHNICAL SPECIFICATIONS	Intel		The present technical specifications as on page# 13 under "Processor" asks for "X86 Architecture Dual Core Processor with Minimum 1.66 GHz freq. of higher". We would like to draw your attention that the correct processor frequency is 1.6GHz. Hence request	Examined and refer in revised RFP
80	4. Eligibility Criteria (1.)		Laptop-OEMs are only eligible to apply.	LENOVO		For such large tender opportunities, Large System Integraters, who have the experience of executing such large deals are very cost effective in meeting stringent Service Level Agreement mentioned in the RFP, with the back to back support from the OEM.	Examined and refer in revised RFP
81	4. Eligibility Criteria (2.)		Bidder should have last 3 years of existence in the manufacture of LAPTOP Systems as on date.	LENOVO		This clause will open the eligibilty for Large System Integrater to participate in the RFP.	Examined and refer in revised RFP
82	4. Eligibility Criteria (3.)		OEM Bidder should have an Annual Turnover of Rs.100 Crores and above in the last successive three Audited Financial years, (2011-12, 2010-11, 2009-10).	LENOVO		This clause will open the eligibilty for Large System Integrater to participate in the RFP.	Examined and refer in revised RFP
83	4. Eligibility Criteria (4.)		OEM Bidder should have executed a single order for supply, installation and commissioning of LAPTOP Computers for a value of at least Rs.1 CRORE and above for any Government Departments / Organisations / Public Sector Undertakings in India in the last 3 y	LENOVO		Asking for the Order Value of LAPTOP Computers for a value of at least Rs.1 CRORE, any company will qualify who has supplied approx 500 Units of Laptop. Where the RFP requirement is 56,000 Units, the minimum requirement should be to furnish the single ord	Examined and refer in revised RFP

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84	5. Technical Specification (13.)		Operating System: Latest version of MS Windows 7 OS (through MS PIL scheme which exist with GoR and MS MoU) and Compatible Linux with functional drivers	LENOVO		The type of MS Windows 7 OS & Linux has to be specified	Examined and refer in revised RFP
85	5. Technical Specification (15.)		Insurance: One year insurance against theft and accidental damages	LENOVO		This is very disputed clause as the end users will be students. And there is no mechanism to control the theft and accidental damages. It will unnecessary increase the cost.	Examined and refer in revised RFP
86	5. Technical Specification (Design)		Design: Ergonomically rugged design	LENOVO		This will define the rugged feature and its parameters to insure that the students can use the machine without the fear of small drops or fall of the machine from the school desk height.	Examined and refer in revised RFP
87	5. Technical Specification (17.)		Carry Case: Yes, with printed logos of the scheme and serial number of the laptop	LENOVO		This will give the students freedom to use the laptop like a brief case handling with the integrated handle.	Examined and refer in revised RFP
88	5. Technical Specification (Kensington Lock)		Kensington Lock: Atleast one good quality rugged Kensington lock with every laptop	LENOVO		Since the laptops will become the individual property of the students and those students would not be bound to use the machine in the closed class room environment, inorder to secure the theft hence the Kensington Lock may not be required. It will unnece	Examined and refer in revised RFP
89	5. Technical Specification (20.)		Pre loaded educational learning content*: a. Open Office with Hindi fonts for document processing and presentations. b. Encyclopedia Britannica (School Edition) c. Open source Dictionary, Cached contents	LENOVO		Additional Intel's/AMD's E-learning software comes by default with the machine.	Examined and refer in revised RFP
90	5. Technical Specification (Page-14, Note:)		Note: Device drivers for laptop on windows and linux on CD as well as on a locked (read only) partition on HDD	LENOVO		In any 10.1" Laptop, there is no optical drive to insert the CD or DVD, hence it is of no use.	Examined and refer in revised RFP

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91	6.5 Earnest Money Deposit (EMD)		An EMD amount as specified in the Tender Schedule should be paid by way of Demand Draft or Banker's Cheque	LENOVO		Bank Guarantee is also the form of financial instrument accepted as EMD	Not Accepted
92	7.5.3 Price Bid Evaluation		a) The Price Bids of the Technically Qualified Bidders alone will be opened and evaluated. The Price Bid should include all expenses towards this Tender.	LENOVO		This will give the Department the choice of keeping the reservation in his hand, to insure that the project is successfully executed. This will also help the department to evaluate the bidder on the basis of their past experience. Also in case the L-1 fai	Not Accepted
93	9.7 Supply, installation and Commissioning		Delivery : The ordered items should be delivered, installed and commissioned within 45 days from the date of Purchase Order	LENOVO		45 Days time is too less for such large quantity supply and multilocation delivery at 33 district HQs. If the delivery dates are not extended the vendor would take the factor of LD clause being imposed in the event of late delivery. Hence it would again	Examined and refer in revised RFP
94	9.8 Warranty Clause		1) If the complaint is received during the forenoon (up to 2 PM), the complaint should be attended on the same day. 2) If the complaint is received during the afternoon (after 2 PM), the complaint should be attended on the next day. If next day is the dec	LENOVO		This is again the disputed issue that in emergency situations or urgent requirement of the customer, the complaint should be attended within 2 hours on the same day. There is no mechanism to ascertain the situation to be emergency. Such SLA would again inc	Examined and refer in revised RFP
95	9.6.2 Specification Test		e) Linux Operating System should be installed in all the computer hardware as per specifications. Necessary device drivers for Linux OS should be supplied in CD-ROM/DVD media.	LENOVO		The type of Linux has to be specified. Also in any 10.1" Laptop, there is no optical drive to insert the CD or DVD, hence it is of no use.	Examined and refer in revised RFP
96	9.6.3 Temperature Test and Drop test		b) Drop test should be conducted on all the six surfaces of the packaging with the systems and peripherals packed inside by dropping the same from a height of one meter.	LENOVO		The laptops used by students of class VIII/IX/X and XII are prone to fall accidentally and damage the normal netbook, hence the sturdy and rugged laptops with such feature will make the project very successful.	Examined and refer in revised RFP

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97	9.6.3 Temperature Test and Drop test		i) The contractor will provide user manual in Hindi with each Laptop having hardware and software/e-content details. The technical engineer at every spot of distribution will provide the working training to the receiving students and the teachers.	LENOVO		Hindi Manual will be challenge for almost all the Manufacturer	Examined and refer in revised RFP
98	10. Payment Clause		10.1 100% of the total cost of ordered items will be paid by the consignee as defined at SECTION 3.9, on receiving the all items by consignee with necessary hardware, software (as per specifications and the scope of work of this Bid document) and fulfillm	LENOVO		This inspection/ test from STQC/ETDC/ERTL Laboratory would consume too much time to get the test done and subsequently the test report generated, to meet the stringent delivery period.	Examined and refer in revised RFP
99	9.7 Supply, installation and Commissioning		i) The contractor will provide user manual in Hindi with each Laptop having hardware and software/e-content details. The technical engineer at every spot of distribution will provide the working training to the receiving students and the teachers.	LENOVO		Imparting working training, unless specifically specified, would create lot of confusion for the supplier in terms of their limitations of imparting working training to the students and the students receiving the training from the suppliers. Unless specif	Examined and refer in revised RFP
100	Letter of Undertaking		(a) Instead of asking for the past blacklisting details, request you to ask for "Currently not blacklisted" (b) Request for deleting the clause "In case of violation of any of the conditions above, I/WeUnderstand that I/ We	Wipro		(a) We recommend that "vendor should not be blacklisted currently for any corrupt or fraud practices" (b) Vendors should be blacklisted for any fraud or corrupt practices only. Vendors should be allowed to put some of the genuine points as de	Examined and refer in revised RFP

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101	10,3.7Force Majeure		Language should be more in detail as : Neither Party shall be liable for any failure or delay in performance resulting directly or indirectly from causes beyond its reasonable control due to act of God, war declared, negligence by customer, civil or poli	Wipro		This will make the Force Majeure more clear. Request for the change in RFP. Currently it is not much clear, hence request.	Examined and refer in revised RFP
102	10,3.8Arbitration		Sole Arbitrator shall be appointed jointly by both parties and governed by the Arbitration and Conciliation Act, 1996.			As per the Act, arbitrator has to be appointed mutually and not by single party, hence request for change.	Examined and refer in revised RFP
103	16,6.5 – aEMD		The EMD in the form of Bank Guarantee is not applicable			Since the EMD amount is very high, vendors may please allowed to submit the EMD in the form of BG.	Examined and refer in revised RFP
104	16,6.5 – dEMD		The unsuccessful Bidders will not earn any interest thereof.			Company will be losing a interest @ 12 % per annum and this is open ended. Please limit the timelines. Please specify the time period on refund of EMD for the unsuccessful bidders. Without the time limit, calculating the cost of finance is difficult. We r	Examined and refer in revised RFP
105	19,7.2Bid Validity		90 days after bid opening			Dollar has been very fluctuating these days and holding the prices for long duration is risky and impacts the overall project. Request for a price validity of 30 days, since dollar is very fluctuating and impacts badly	Not Accepted
106	20,7.5.3 – bBid Price		The price in the price bid will includes all the taxes, freight, etc.		Additional clause to be inserted : i) Request to allow bidders to bid with Taxes extra. i) Any increase or decrease in price due to changes in statutory levies like excise, VAT, customs etc, will be duly passed on to the customer ii) Any increase on accou	Tax is a Government duty and cannot be presumed during submission. Hence any change in tax or dollar should be on departments account.	Examined and refer in revised RFP
107	21,7.7 – 3Purchaser right to Vary the qty.		Modify, reduce or increase the quantity requirements to an extent of the tendered quantity.		Quantity of machines should be fixed. Prices are calculated accordingly.	Qty impacts commercials, else request to specify.	Examined and refer in revised RFP

S.No	Page no. /Clause	Title of the clause	Description of Clause	Name of the firm	Amendment Request	Suggestions by the Bidders	Recommendation of Committee
108	22,8.4	Execution of Contract	Agreement to be signed		Agreement shall be signed with mutually agreed terms and condition.	Agreement should be signed with mutually agreed terms. Request for change.	Not Accepted
109	23,8.6	Refund of EMD	Unsuccessful Bidder will be refunded after finalization and issue of Firm Purchase Order to the Successful Bidder		EMD of Unsuccessful Bidder should be refunded by the expiry of Bid validity period or award of PO to the successful bidder, whichever is earlier.	Delay in department's decision should not impact the unsuccessful vendors.	Examined and refer in revised RFP
110	24,8.11	Blacklisting	Even If the work is not completed in full beyond this period, such performance may entail termination of contract and black listing of the Bidder from participating in any of the SLPC Tenders.		Suggest deletion - blacklisting cannot be a consequence here termination can be.	Delay can be due to many un-foreseen reasons. Department can terminate the contract, but should not blacklist. Blacklisting should be only on corrupt and fraud practice.	Examined and refer in revised RFP
111	24,8.9.1	Termination for default	As per draft		In the event of a default, vendor should be given a reasonable opportunity of 30 days to cure the default, before termination. Written notice should be given with 30 days cure period.	Delay can be due to many un-foreseen reasons. Department can terminate the contract, but should not blacklist. Blacklisting should be only on corrupt and fraud practice.	Examined and refer in revised RFP
112	24 & 38,39,8.11 & 35LD		A penalty will be levied at the rate specified in the Agreement Format for non fulfillment of delivery schedule subject to the force Majeure conditions. Even If the work is not completed in full beyond this period, such performance may entail termination		Please delete this clause from RFP.	Termination on non-delivery against the contractual obligation is ok, but blacklisting should be only on corrupt and fraud practice. Vendor should be paid for the delivered products and services, since the product asked under this RFP is not connected to	Examined and refer in revised RFP
113	8.13		Refer RFP		Mentioned clauses are very open ended and does not protect the vendor.	Blacklisting should be only on corrupt and fraud practice.	Examined and refer in revised RFP

S.No	Page no. /Clause	Title of the clause	Description of Clause	Name of the firm	Amendment Request	Suggestions by the Bidders	Recommendation of Committee
114	25,8.15PBG		Bank guarantee equivalent to fifty percent of contract value as performance security.		There is ambiguity in RFP - as PBG %age is mentioned at different percentages at 2 different places. Pls retain the PBG at 5% of PO value shall be issued as security for Warranty period.	Contrary to the BG clause	Examined and refer in revised RFP
115	25,8.15Penalty for failure of equipment(s)		The beneficiary student will enroll the complain to the designated Call Centre/Service center of the supplier in the case of maintenance or troubleshooting of equipment. Every equipment shall be properly maintained by the supplier within 3 calendar days ((a) Meeting 3 calendar days is very difficult practically; we recommend that it should be changed to 4 working days. Since the notebook may be carried by students, living in remote locations, logistics & the connectivity has to be considered. Rajasthan	All the specified points are very critical and has practical feasibility challenges, hence request to consider.	Examined and refer in revised RFP
116	29,9.5		Software to be preloaded		Since the end customer details are not readily available, hence how can vendor supply licenses in the name of end user? Request you to change it to department's name.	Without knowing the end user details, licenses cannot be issued in the users name. Request you to either share the end user details along with the work order or allow vendors to issue licenses in the name of department.	Examined and refer in revised RFP
117	30,9.7		Supply, installation and Commissioning		Delivery of 56,000 notebooks within 45 days is very impractical for any vendor. Notebook manufacturing goes through lot of processes and proper testing's, which takes time. Request you to change the delivery period to 90 days.	Request to change to 90 days due to practical reasons.	Examined and refer in revised RFP
118	31,9.7 – i		Supply, installation and Commng :The contractor will provide user manual in Hindi with each Laptop having hardware and software/e-content details.		User manuals are provided in English. Request to change it to English OR Hindi	Request for change to English or Hindi	Examined and refer in revised RFP

S.No	Page no. /Clause	Title of the clause	Description of Clause	Name of the firm	Amendment Request	Suggestions by the Bidders	Recommendation of Committee
119	31,9.8		Warranty Clause		(a) Notebook battery warranty comes with 6 months warranty only. Request you to kindly change the same to 1 year. (b) Request to change the compliant attending time (response time) to 1 working days. Since the end user location is not known, 2 hrs	Request to change the response time to 1 working day and resolution time to 4 working days, which is the best possible resolution time considering the remotest locations. End users may be carrying it to remotest locations and considering the connectivity	Examined and refer in revised RFP
120	32,9.9		Contact details for service support - Stickers		Request to delete debarring. Material can be considered as undelivered in such instance and LD as per RFP can be imposed with the upcap of 5%.	Debarring should be only on corrupt and fraud practices.	Examined and refer in revised RFP
121	32,9.1		Call Centre Facility		Centralized call centers with the said details should be considered as per RFP.	Request for acceptance.	Examined and refer in revised RFP
122	33,10.1		Payment :100% of the total cost of ordered items will be paid by the consignee as defined at SECTION 3.9, on receiving the all items by consignee with necessary hardware, software (as per specifications and the scope of work of this Bid document) and ful		We request for change in payment term as : 90% of payment against proof of delivery and balance 10% against submission of PBG.	This will help to factor the costing properly. Current payment term is very stringent and will impact cost. Anyay, vendor will be submitting the PBG. 100% payment should be released after delivery and submission of PBG.	Examined and refer in revised RFP
123	34,5		IT clearance Certificate		IT cleance Certificate has been rolled out by IT department. Pls remove this clause.	Request for deletion.	Examined and refer in revised RFP

S.No	Page no. /Clause	Title of the clause	Description of Clause	Name of the firm	Amendment Request	Suggestions by the Bidders	Recommendation of Committee
124	34,13		Sub-contract:The contractor shall not assign or sub-let his contract or any substantial part thereof to any other agency		Request to delete this clause. Rather put it as - "Vendor may subcontract or permit any other authorized personnel other than Wipro personnel to render the Services or any part thereof under this Agreement or any Purchase Order issued hereunder, provided	Most of the companies extend the services through authorized franchisee. Direct services are not feasible. Entire responsibility will lie with vendor in such case.	Examined and refer in revised RFP
125	35,14-iii		Warranty / Guaranty		There is ambiguity in RFP - as Warranty clause is mentioned at different period at 2 different places. Pls confirm whether the warranty is required for 2 or 3 years?	Please clarify	Examined and refer in revised RFP
126	37,28		Repeat Orders: Repeat orders may also be placed on the rate and conditions given in the tender provided that the repeat orders are up to 50% of the quantity originally purchased and the period is not more than one month from the date of expiry of last sup		Repeat order should be limited to 10% of the overall contract and balance should be only if mutually agreed.	Since the dollar is very fluctuating, maintaining the same price is impossible. Since this cannot be foreseen, cannot be calculated in commercials as well.	Examined and refer in revised RFP
127	37,29 + 30/32		EMD + Forefeiture of EMD/SD		Minimum period of 30 days notice to be provided for cure before forfeiture. .	Instances cannot be foreseen, hence cure period of atleast 30 days should not be given before any such action.	Examined and refer in revised RFP
128	37,31		Security Deposit		Since the security amount is huge, request to allow us to submit the SD in the form of Bank Guarantee	Since the amount is high, commercials will not be competitive and cannot be kept on hold for so long.	Examined and refer in revised RFP

S.No	Page no. /Clause	Title of the clause	Description of Clause	Name of the firm	Amendment Request	Suggestions by the Bidders	Recommendation of Committee
129	38,35 (ii)		LD		Request for change to "LD/ penalty for delay shall be levied at 0.5% per week for the late delivery/ undelivered portion of the equipment with a maximum of 5% of the late delivery / undelivered portion of the equipment value.	LD specified in RFP is huge, hence request for change.	Examined and refer in revised RFP
130	40,Appendix-1		Signing of Contract		Contract shall be signed with mutually agreed terms and conditions.	Any contract should be on mutually agreed terms, hence request for change here.	Examined and refer in revised RFP
131	40,Appendix-1		2. Black listing in case of failure		Pls delete this clause	Blacklisting should be only on corrupt and fraud practice.	Examined and refer in revised RFP
132	42,12		A penalty will be levied at the rate of 0.25% per day on the un-delivered portion of the material value subject to a maximum of 10% if the delivery has not been completed in full within the stipulated period subject to force majeure conditions. The delive		LD to be levied at 0.5% per week for the late delivery/ undelivered portion of the equipment with a maximum of 5% of the late delivery / undelivered portion of the equipment value. Further pls delete blacklisting clause and and termination/forefeiture	LD specified in RFP is huge, hence request for change.	Examined and refer in revised RFP
133	43,(iii) & (iv)		During the warranty period the Successful Bidder agrees to arrange for a back up item of the Ordered items at their cost, if due to manufacturing and other Technical defects of the Ordered items, the system is down and if it is not restored in working con		Request department to cap the penalty maximum up to 5% of cost of defaulting equipment. Further all penalties under the contract/RFP (LD+installation based+downtime penlaty+SLA based) to be restricted to 5% of cost of undelivered. uninstalled/late deliver	5% itself is huge and currently capping is not present.	Examined and refer in revised RFP
134	Appendix 1		Refer RFP		References to "bidder will be blacklisted to be removed"	Blacklisting should be only on corrupt and fraud practice.	Examined and refer in revised RFP
135	Appendix 3		Refer RFP		References to "bidder will be blacklisted to be removed"	Blacklisting should be only on corrupt and fraud practice.	Examined and refer in revised RFP

S.No	Page no. /Clause	Title of the clause	Description of Clause	Name of the firm	Amendment Request	Suggestions by the Bidders	Recommendation of Committee
136	20,7.5.3 (b)		Price bid Evaluation:The price in the price bid will includes all the taxes, freight, etc.		Request for change as below: Price should be quoted excluding tax and criteria for L1 calculation will be excluding taxes	This will ensure that there is no ambiguity and Taxes are calculated & paid to Government by all the vendors.	Examined and refer in revised RFP
137	Service centre		10 Service Centers in Rajasthan		We request you to allow vendors to have one spare stocking centre and engineers spread across Rajasthan. Call routing will happen through call centre, which will be routed to call coordinator in Rajasthan. We can also send the reports on quarterly basis.	As far as our understanding goes, there is no company in Rajasthan having 10 service centers. Support and SLA is important rather than having 10 support offices. Request to consider this request.	Examined and refer in revised RFP
138	Eligibility Criteria				We request NOT TO allow consortium for this kind of Project, since only one product has to be supplied under this project.		Examined and refer in revised RFP
139	Eligibility Criteria				Request to have eligibility criteria for OEM's like OEM should be a established supplier for more than 10 years.	This will help to avoid new players who are not established to quote.	Examined and refer in revised RFP
140	Performance Bank Guarantee		As per current draft PBG should be of 50% of total order value		Request you to change it to 10% of total contract value.	Current PBG value is huge and will have huge commercial impact.	Examined and refer in revised RFP
141	31,9.8B		Service: Currently mentioned is replacing		Request you to change it to Repairing / Replacing	Currently it is only replacing.	Examined and refer in revised RFP
142	SLA				Request to change it to response time as 1 working day and resolution times as 4 working days	Currently mentioned SLA is impractical considering the Rajasthan connectivity.	Examined and refer in revised RFP

S.No	Page no. /Clause	Title of the clause	Description of Clause	Name of the firm	Amendment Request	Suggestions by the Bidders	Recommendation of Committee
143	Limitation of Liability		Request for addition		Language to be made more detailed: Wipro shall not be liable for any indirect, punitive, consequential or incidental loss, damage, claims, liabilities, charges, costs, expense or injury, including, without limitation, loss of use, data, revenue, profits	Please refer page number of 59 of DoIT purchase manual. It is already present. Please add the same in RFP.	Not Accepted
144	Title and Risk Transfer		Request for addition		Pls mention that title and risk transfer happens on delivery of goods.	How can a company take the ownership of machine / product, which is delivered to end user? Any fire etc is not in vendors control. This is for Transit Insurance purpose.	Examined and refer in revised RFP
145	Deemed Acceptance		Request for addition		All Products/ services rendered hereunder shall be deemed accepted, if Customer does not provide a written notice of any rejection/confirmation of acceptance or when Customer uses the Product/deliverable in its business, whichever occurs earlier. In the e	Request for addition.	Examined and refer in revised RFP
146	Assignment		Request for addition		Neither Party shall assign or transfer this Agreement and/or any SOW or any of its rights or obligations hereunder except with the prior written consent of the other Party. This Agreement shall be binding on the successors in interest and permitted assign	Request for addition	Examined and refer in revised RFP
147	31,9.8	Warranty	Comprehensive warranty of 24 months/ 36 months on all spares service charges and all taxes excluding consumables cost		Allow bidders to also quote with 12 month warranty , clarity on definition of consumables needed	Ambiguity on the warranty which needs to be clarified	Examined and refer in revised RFP

S.No	Page no. /Clause	Title of the clause	Description of Clause	Name of the firm	Amendment Request	Suggestions by the Bidders	Recommendation of Committee
148	32,9.9	Contact details	Deliver systems with stickers pasted on It with service person details		Deliver systems with stickers pasted on It with centralized call centre information	Proper registration of calls, calls assignment and tracking possible through the call centre	Examined and refer in revised RFP
149	27/35/36,9.1	Sample submission/inspection/drawl of samples	2 samples with specification/2 set of samples/4 set of samples		Ambiguity on the sample size and the drawl process hence request for more clarity. Request you to change the sample set to 4-8 maximum	Set of samples of even 2% of the order value is a huge cost to the bidder, request to relook on this	Examined and refer in revised RFP
150	29,9.5	software to be preloaded			To be provided by SLPC hence it will be original but licensed in the name of customers is misleading.. Needs to be clarified	Request for clarify as mentioned above.	Examined and refer in revised RFP
151	13,11	Camera	Minimum 1.0 megapixel camera		Minimum 1.3 megapixel camera	Industry standard offering on webcam with literally no cost difference needs to be incorporated	Examined and refer in revised RFP
152	13,14	Warranty	2 years comprehensive warranty as per SLA defined		Battery and adaptor carry 1 year warranty	Industry standard. Request or change to 1 year for battery and 2 years for notebook	Examined and refer in revised RFP
153	27,9.2	Compliance with the technical specification	Bidder should submit the items as asked for benchmarking		Image on the sample device needs to be clarified		Examined and refer in revised RFP
154	30,9.6.3	temperature test and drop test	drop test should be conducted on all the six surfaces of the packaging with the systems and the peripherals packed inside by dropping the same from a 1 metre height		drop test should be conducted on the system without the packing by dropping the same from a 70 cm height	the device only gets delivered in a box with cushioning all around it to protect from damages in transit; whereas the use case will be in a classroom scenario where the device will be used on a desk the height of which shall be close to 2- 2.5 feet hence	Examined and refer in revised RFP
155	36,18	retention of samples	Approved samples would be retained free of cost upto a period of 6 months after the expiry of contract		6 month sample retention clause after 6 months from the date of expiry of the contract free of cost	This is a huge cost considering the volumes hence clauses need to be worked upon.	Examined and refer in revised RFP
156	24,8.9.3	termination for convenience	On termination the successful bidder is not entitled to any compensation whatsoever		On termination the successful bidder should be notified 30 days in advance and the payment till date of termination should not be withheld	Delay can be due to many un-foreseen reasons. Department can terminate the contract, but should not hold the payment for orders already executed.	Examined and refer in revised RFP

S.No	Page no. /Clause	Title of the clause	Description of Clause	Name of the firm	Amendment Request	Suggestions by the Bidders	Recommendation of Committee
157	13,6	network interfaces	integrated 10/100 mbps ethernet adapter, 802.11/b/g/and integrated bluetooth		integrated Bluetooth to be removed	Would substantially bring down the cost 2.	Examined and refer in revised RFP
158	13,1	processor	X86 architecture dual core processor with minimum 1.66 ghz freq or higher		clock speed to be changed to 1.60 GHZ	Intel N2600 dual core processors which comes bundled on either the netbook or the classmate pc has a benchmark of 1.60 ghz and not 1.66 ghz as mentioned in the tender document, also 1.66 ghz clock speed is available on single core CPU's	Examined and refer in revised RFP
159	13,4	hard drive	min. 320 gb sata 5400 rpm with protection against accidental damages		min. 320 gb sata 5400 rpm with accelerometer	A G sensor is usually an accelerometer. It measures the forces that act on it to detect drops. If a drop is detected, the heads of the hard disk are parked to avoid data loss and possible head or disk damage by the ensuing shock. Request to add the term	Examined and refer in revised RFP
160	13,5	keyboard	keyboard with multi touch Touch Pad		Standard keyboard with NO multi touch Touch Pad	Request to change the same.	Examined and refer in revised RFP
161	14,15	Insurance	One year insurance against theft and accidental damages		Over and above the transit insurance, enabled through leading banking partner for smooth execution , terms and conditions attached	Request you to kindly clearly mention the insurance scope, since it is done by third party agency which is bank and T&C's of the bank are to be followed. Copy of T&C's attached along with.	Examined and refer in revised RFP
162	31,9.8	Warranty	Comprehensive warranty of 24 months/ 36 months on all spares service charges and all taxes excluding consumables cost		Allow bidders to also quote with 12 month warranty , clarity on definition of consumables needed	Ambiguity on the warranty which needs to be clarified	Examined and refer in revised RFP
163	13,Chapter 5	Sl. No. 13 : Operating System	Latest version of MS Windows 7 OS (through PIL scheme existing with GoR and MS MoU) and complete Linux with functional		Latest version of MS Windows 7 OS (through Shape the Future National Academic SKU as approved by MS for GoR) for typing in Word, Spreadsheet and Presentation purpose, and complete Linux with functional	Request you to confirm	Examined and refer in revised RFP

S.No	Page no. /Clause	Title of the clause	Description of Clause	Name of the firm	Amendment Request	Suggestions by the Bidders	Recommendation of Committee
164	13,	Operating System on notebook			Currently speck talks about both operating system, i.e. Windows and Linux. Please clarify, which operating system is to be supplied along with the notebook, since the commercials of both are very much different.	PI	Examined and refer in revised RFP
165				Wipro	(b) Request for deleting the clause "In case of violation of any of the conditions above, I/We Understand that I/ We are liable to be blacklisted by SLPC for a period of three years."	(b) Vendors should be blacklisted for any fraud or corrupt practices only. Vendors should be allowed to put some of the genuine points as deviations.	Examined and refer in revised RFP
166	10,3.7	Force Majeure	As per draft	Wipro	Language should be more in detail as :Neither Party shall be liable for any failure or delay in performance resulting directly or indirectly from causes beyond its reasonable control due to act of God, war declared, negligence by customer, civil or politi	This will make the Force Majeure more clear. Request for the change in RFP. Currently it is not much clear, hence request.	Examined and refer in revised RFP
167	10,3.8	Arbitration	As per the draft	Wipro	Sole Arbitrator shall be appointed jointly by both parties and governed by the Arbitration and Conciliation Act, 1996.	As per the Act, arbitrator has to be appointed mutually and not by single party, hence request for change.	Examined and refer in revised RFP
168	16,6.5 – d	EMD	The unsuccessful Bidders will not earn any interest thereof.	Wipro	Please specify the time period on refund of EMD for the unsuccessful bidders. Without the time limit, calculating the cost of finance is difficult. We request you to refund the EMD within 30 days of commercial bid opening.	Company will be losing a interest @ 12 % per annum and this is open ended. Please limit the timelines.	Examined and refer in revised RFP

S.No	Page no. /Clause	Title of the clause	Description of Clause	Name of the firm	Amendment Request	Suggestions by the Bidders	Recommendation of Committee
169	19,7.2	Bid Validity	90 days after bid opening	Wipro	Request for a price validity of 30 days, since dollar is very fluctuating and impacts badly	Dollar has been very fluctuating these days and holding the prices for long duration is risky and impacts the overall project.	Examined and refer in revised RFP
170	20,7.5.3 – b	Bid Price	The price in the price bid will include all the taxes, freight, etc.	Wipro	Additional clause to be inserted :i) Request to allow bidders to bid with Taxes extra.i) Any increase or decrease in price due to changes in statutory levies like excise, VAT, customs etc, will be duly passed on to the customer. ii) Any increase on account	Tax is a Government duty and cannot be presumed during submission. Hence any change in tax or dollar should be on departments account.	Examined and refer in revised RFP
171	21,7.7 – 3	Purchaser right to Vary the qty.	Modify, reduce or increase the quantity requirements to an extent of the tendered quantity.	Wipro	Quantity of machines should be fixed. Prices are calculated accordingly.	Qty impacts commercials, else request to specify.	Examined and refer in revised RFP
172	22,8.4	Execution of Contract	Agreement to be signed	Wipro	Agreement shall be signed with mutually agreed terms and condition.	Agreement should be signed with mutually agreed terms. Request for change.	Examined and refer in revised RFP
173	23,8.6	Refund of EMD	Unsuccessful Bidder will be refunded after finalization and issue of Firm Purchase Order to the Successful Bidder	Wipro	EMD of Unsuccessful Bidder should be refunded by the expiry of Bid validity period or award of PO to the successful bidder, whichever is earlier.	Delay in department's decision should not impact the unsuccessful vendors.	Examined and refer in revised RFP
174	24,8.11	Blacklisting	Even If the work is not completed in full beyond this period, such performance may entail termination of contract and black listing of the Bidder from participating in any of the SLPC Tenders.	Wipro	Suggest deletion - blacklisting cannot be a consequence here termination can be.	Delay can be due to many un-foreseen reasons. Department can terminate the contract, but should not blacklist. Blacklisting should be only on corrupt and fraud practice.	Examined and refer in revised RFP
175	24,8.9.1	Termination for default	As per draft	Wipro	In the event of a default, vendor should be given a reasonable opportunity of 30 days to cure the default, before termination. Written notice should be given with 30 days cure period.	Delay can be due to many un-foreseen reasons. Department can terminate the contract, but should not blacklist. Blacklisting should be only on corrupt and fraud practice.	Examined and refer in revised RFP

S.No	Page no. /Clause	Title of the clause	Description of Clause	Name of the firm	Amendment Request	Suggestions by the Bidders	Recommendation of Committee
176	24 & 38,39,8.11 & 35	LD	A penalty will be levied at the rate specified in the Agreement Format for non fulfillment of delivery schedule subject to the force Majeure conditions. Even If the work is not completed in full beyond this period, such performance may entail termination	Wipro	Please delete this clause from RFP.	Termination on non-delivery against the contractual obligation is ok, but blacklisting should be only on corrupt and fraud practice. Vendor should be paid for the delivered products and services, since the product asked under this RFP is not connected to	Examined and refer in revised RFP
177	8.13		Refer RFP	Wipro	Mentioned clauses are very open ended and does not protect the vendor.	Blacklisting should be only on corrupt and fraud practice.	Examined and refer in revised RFP
178	25,8.15	PBG	Bank guarantee equivalent to fifty percent of contract value as performance security.	Wipro	There is ambiguity in RFP - as PBG %age is mentioned at different percentages at 2 different places. Pls retain the PBG at 5% of PO value shall be issued as security for Warranty period.(a) Meeting 3 calendar days is very difficult practically; we rec	Contrary to the BG clause	Examined and refer in revised RFP
179	25,8.15	Penalty for failure of equipment(s)	The beneficiary student will enroll the complain to the designated Call Centre/Service center of the supplier in the case of maintenance or troubleshooting of equipment. Every equipment shall be properly maintained by the supplier within	Wipro		All the specified points are very critical and has practical feasibility challenges, hence request to consider.	Examined and refer in revised RFP

S.No	Page no. /Clause	Title of the clause	Description of Clause	Name of the firm	Amendment Request	Suggestions by the Bidders	Recommendation of Committee
180			3 calendar days (even if equipment is down during part of a calendar day, it will be counted as one calendar day) over one month period. For not providing maintenance services beyond 3 calendar days in a month, Rs. 100/- per student/ per calendar day	Wipro			Examined and refer in revised RFP
181			or part thereof shall be levied as penalty on the supply agency. If the supplier provided standby equipment with Maximum of fifteen days, the Rs. 100 will not be levied. Beyond the 15 days, Rs. 100 per day will be levied and the standby equipment will not	Wipro			Examined and refer in revised RFP
182			the Contract, the Tenderer(s) shall forthwith replace such equipment	Wipro			Examined and refer in revised RFP
183			provided by the Tenderer to the student concerned by equivalent / similar / better equipment, failing which consignee shall be entitled to replace such equipment as found non-functioning or defective and charge the said cost(s) together with interest ther	Wipro			Examined and refer in revised RFP
184	29,9.5	Software to be preloaded	As per draft	Wipro	Since the end customer details are not readily available, hence how can vendor supply licenses in the name of end user? Request you to change it to department's name.	Without knowing the end user details, licenses cannot be issued in the users name. Request you to either share the end user details along with the work order or allow vendors to issue licenses in the name of department.	Examined and refer in revised RFP

S.No	Page no. /Clause	Title of the clause	Description of Clause	Name of the firm	Amendment Request	Suggestions by the Bidders	Recommendation of Committee
185	30,9.7	Supply, installation and Commissioning	As per draft	Wipro	Delivery of 56,000 notebooks within 45 days is very impractical for any vendor. Notebook manufacturing goes through lot of processes and proper testing's, which takes time. Request you to change the delivery period to 90 days.	Request to change to 90 days due to practical reasons.	Examined and refer in revised RFP
186	31,9.7 – i	Supply, installation and Commng	The contractor will provide user manual in Hindi with each Laptop having hardware and software/e-content details.	Wipro	User manuals are provided in English. Request to change it to English OR Hindi	Request for change to English or Hindi	Examined and refer in revised RFP
187	31,9.8	Warranty Clause	As per draft	Wipro	(a) Notebook battery warranty comes with 6 months warranty only. Request you to kindly change the same to 1 year.	Request to change the response time to 1 working day and resolution time to 4 working days, which is the best possible resolution time considering the remotest locations. End users may be carrying it to remotest locations and considering the connectivity	Examined and refer in revised RFP
188				Wipro	(b) Request to change the compliant attending time (response time) to 1 working days. Since the end user location is not known, 2 hrs and half a day response time is not practically possible / feasible.		Examined and refer in revised RFP
189	32,9.9	Contact details for service support - Stickers	As per draft	Wipro	Request to delete debarring. Material can be considered as undelivered in such instance and LD as per RFP can be imposed with the upcap of 5%.	Debarring should be only on corrupt and fraud practices.	Examined and refer in revised RFP
190	32,9.1	Call Centre Facility	As per draft	Wipro	Centralized call centers with the said details should be considered as per RFP.	Request for acceptance.	Examined and refer in revised RFP

S.No	Page no. /Clause	Title of the clause	Description of Clause	Name of the firm	Amendment Request	Suggestions by the Bidders	Recommendation of Committee
191	33,10.1	Payment	100% of the total cost of ordered items will be paid by the consignee as defined at SECTION 3.9, on receiving the all items by consignee with necessary hardware, software (as per specifications and the scope of work of this Bid document) and fulfillment	Wipro	We request for change in payment term as : 90% of payment against proof of delivery and balance 10% against submission of PBG.	This will help to factor the costing properly. Current payment term is very stringent and will impact cost. Anyay, vendor will be submitting the PBG. 100% payment should be released after delivery and submission of PBG.	Examined and refer in revised RFP
192	34,5	IT clearance Certificate	As per draft	Wipro	IT cleance Certificate has been rolled out by IT department. Pls remove this clause.	Request for deletion.	Not Accepted
193	34,13	Sub-contract	The contractor shall not assign or sub-let his contract or any substantial part thereof to any other agency	Wipro	Request to delete this clause. Rather put is as - "Vendor may subcontract or permit any other authorized personnel other than Wipro personnel to render the Services or any part thereof under this Agreement or any Purchase Order issued hereunder, provided	Most of the companies extend the services through authorized franchisee. Direct services are not feasible. Entire responsibility will lie with vendor in such case.	Examined and refer in revised RFP
194	35,14-iii	Warranty / Guaranty	As per draft	Wipro	There is ambiguity in RFP - as Warranty clause is mentioned at different period at 2 different places. Pls confirm whether the warranty is required for 2 or 3 years?	Please clarify	Examined and refer in revised RFP
195	37,28	Repeat Orders	Repeat orders may also be placed on the rate and conditions given in the tender provided that the repeat orders are up to 50% of the quantity originally purchased and the period is not more than one month from the date of expiry of last supply.	Wipro	Repeat order should be limited to 10% of the overall contract and balance should be only if mutually agreed.	Since the dollar is very fluctuating, maintaining the same price is impossible. Since this cannot be foreseen, cannot be calculated in commercials as well.	Examined and refer in revised RFP

S.No	Page no. /Clause	Title of the clause	Description of Clause	Name of the firm	Amendment Request	Suggestions by the Bidders	Recommendation of Committee
196	37,29 + 30/32	EMD + Forfeiture of EMD/SD	As per draft	Wipro	Minimum period of 30 days notice to be provided for cure before forfeiture. .	Instances cannot be foreseen, hence cure period of atleast 30 days should not be given before any such action.	Examined and refer in revised RFP
197	37,31	Security Deposit	As per draft	Wipro	Since the security amount is huge, request to allow us to submit the SD in the form of Bank Guarantee	Since the amount is high, commercials will not be competitive and cannot be kept on hold for so long.	Examined and refer in revised RFP
198	38,35 (ii)	LD	As per draft	Wipro	Request for change to "LD/ penalty for delay shall be levied at 0.5% per week for the late delivery/ undelivered portion of the equipment with a maximum of 5% of the late delivery / undelivered portion of the equipment value.	LD specified in RFP is huge, hence request for change.	Examined and refer in revised RFP
199	40,Appendix-1	Signing of Contract	As per Draft	Wipro	Contract shall be signed with mutually agreed terms and conditions.	Any contract should be on mutually agreed terms, hence request for change here.	Examined and refer in revised RFP
200	40,Appendix-1	2. Black listing in case of failure	As per Draft	Wipro	Pls delete this clause	Blacklisting should be only on corrupt and fraud practice.	Examined and refer in revised RFP
201	42,12	Refer RFP	A penalty will be levied at the rate of 0.25% per day on the un-delivered portion of the material value subject to a maximum of 10% if the delivery has not been completed in full within the stipulated period subject to force majeure conditions. The delive	Wipro	LD to be levied at 0.5% per week for the late delivery/ undelivered portion of the equipment with a maximum of 5% of the late delivery / undelivered portion of the equipment value. Further pls delete blacklisting clause and and termination/forfeiture	LD specified in RFP is huge, hence request for change.	Examined and refer in revised RFP
202	43,(iii) & (iv)	Refer RFP	During the warranty period the Successful Bidder agrees to arrange for a back up item of the Ordered items at their cost, if due to manufacturing and other Technical defects of the Ordered items, the system is down and if it is not restored in working con	Wipro	Request department to cap the penalty maximum up to 5% of cost of defaulting equipment. Further all penalties under the contract/RFP (LD+installation based+downtime penlaty+SLA based) to be restricted to 5% of cost of undelivered. uninstalled/late deliver	5% itself is huge and currently capping is not present.	Examined and refer in revised RFP

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203		Appendix 1	Refer RFP	Wipro	References to "bidder will be blacklisted to be removed"	Blacklisting should be only on corrupt and fraud practice.	Examined and refer in revised RFP
204		Appendix 3	Refer RFP	Wipro	References to "bidder will be blacklisted to be removed"	Blacklisting should be only on corrupt and fraud practice.	Examined and refer in revised RFP
205	20,7.5.3 (b)	Price bid Evaluation	The price in the price bid will include all the taxes, freight, etc.	Wipro	Request for change as below: Price should be quoted excluding tax and criteria for L1 calculation will be excluding taxes	This will ensure that there is no ambiguity and Taxes are calculated & paid to Government by all the vendors.	Examined and refer in revised RFP
206		Service centre	10 Service Centers in Rajasthan	Wipro	We request you to allow vendors to have one spare stocking centre and engineers spread across Rajasthan. Call routing will happen through call centre, which will be routed to call coordinator in Rajasthan. We can also send the reports on quarterly basis.	As far as our understanding goes, there is no company in Rajasthan having 10 service centers. Support and SLA is important rather than having 10 support offices. Request to consider this request.	Examined and refer in revised RFP
207		Eligibility Criteria		Wipro	We request NOT TO allow consortium for this kind of Project, since only one product has to be supplied under this project.		Examined and refer in revised RFP
208		Eligibility Criteria		Wipro	Request to have eligibility criteria for OEM's like OEM should be an established supplier for more than 10 years.	This will help to avoid new players who are not established to quote.	Examined and refer in revised RFP
209		Performance Bank Guarantee	As per current draft PBG should be of 50% of total order value	Wipro	Request you to change it to 10% of total contract value.	Current PBG value is huge and will have huge commercial impact.	Examined and refer in revised RFP
210	31,9.8B	Service	Currently mentioned is replacing	Wipro	Request you to change it to Repairing / Replacing	Currently it is only replacing.	Examined and refer in revised RFP

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211		Training	Training to all 56,000 users	Wipro	Request you to kindly clearly specify the training scope. Notebook comes with tutorial, hence the students can learn from the same, hence request you to remove training scope from vendor.		Examined and refer in revised RFP
212		Content		Wipro	Request to confirm, who will be providing the content?		Examined and refer in revised RFP
213		SLA		Wipro	Request to change it to response time as 1 working day and resolution times as 4 working days	Currently mentioned SLA is impractical considering the Rajasthan connectivity.	Examined and refer in revised RFP
214		Eligibility Criteria		Wipro	Current Eligibility criteria are with respect to the 20,000 quantity. Since the quantity has increased request you to change the turnover to 10 times of the project value		Examined and refer in revised RFP
215		Limitation of Liability	Request for addition	Wipro		Please refer page number of 59 of DoIT purchase manual. It is already present. Please add the same in RFP.	Examined and refer in revised RFP
216			Request for addition	Wipro		How can a company take the ownership of machine / product, which is delivered to end user? Any fire etc is not in vendors control. This is for Transit Insurance purpose.	Examined and refer in revised RFP
217		Deemed Acceptance	Request for addition: All Products/ services rendered hereunder shall be deemed accepted, if Customer does not provide a written notice of any rejection/confirmation of acceptance or when Customer uses the Product/deliverable in its business, whichever oc	Wipro		Request for addition.	Not Accepted

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218		Assignment	Request for addition: Neither Party shall assign or transfer this Agreement and/or any SOW or any of its rights or obligations hereunder except with the prior written consent of the other Party. This Agreement shall be binding on the successors in interes	Wipro		Request for addition	Examined and refer in revised RFP
219		Termination by Wipro	Request for addition: Both the party should have the option to terminate the contract, if either of the parties does not bind to agreed agreement.	Wipro			Examined and refer in revised RFP
220		Site Not ready	Request for addition: Customer hereby agrees to make the site ready as per the agreed specifications, within the agreed timelines. Customer agrees that Wipro shall not be in any manner be liable for any delay arising out of Customer's failure to make	Wipro			Is implied and already clear.
221		Savings Clause	Request for addition: Wipro's failure to perform its contractual responsibilities, to perform the services, or to meet agreed service levels shall be excused if and to the extent Wipro's non-performance is caused by Company's omission to act, delay, wrong	Wipro			Is implied and already clear.

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222		Risk Purchase -2	Request for addition. : If Wipro, having been notified, fails to remedy the defect(s)/delays within thirty (30) days from date of receipt of notice of breach by Client and the defect becomes irremediable at Wipro's end, the Client may procure substitute g	Wipro			Is implied and already clear.