



यू पी इलेक्ट्रॉनिक्स कारपोरेशन लिमिटेड
U.P. Electronics Corporation Limited
(A UP GOVT. UNDERTAKING)

RESPONSE TO PRE-BID QUERIES

Corrigendum Reference Number: UPLC:GOVT:LAPTOP:Pre-bid:15/C-1

Date 29.10.2012

Tender Reference Number UPLC/HW/2012/13/1

Dated 17.10.2012

Project Name: SELECTION OF VENDOR(S) FOR SUPPLY OF LAPTOP COMPUTERS THROUGHOUT THE STATE OF UTTAR PRADESH

THIS CORRIGENDUM HAS BEEN ISSUED FOR RESPONSE TO THE PRE BID QUERIES. **ALL OTHER TERMS AND CONDITIONS SHALL REMAIN UNCHANGED.**

S No.	Section No.	Clause No.	Pg No	Actual Clause as in the RFP	Clarification Sought	Responses
1	B	4.13	10	Whether Certificate from the Company Secretary to the effect that the Bidder (from each member in case of Consortium) is not blacklisted by any of the Ministry/ Department of Government of India/ State Governments.	Wipro Limited has received an order of blacklisting from Devi Ahilya Vishwavidyalaya, Indore in the State of Madhya Pradesh (DAVV) for non-compliance of work order. In response, Wipro has questioned the validity of such order by way of a representation filed with senior officials of DAVV and also approached Indore Bench of Madhya Pradesh High Court to seek quash of the Blacklisting Order passed by DAVV. Please clarify whether this comes under	As per the RFP

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					your preview or not	
2	I	1.4.	16	Forefeiture of EMD - Failure to furnish all information required by the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the Bidder's risk and may result in rejection of the proposal and forfeiture of the Bid Earnest Money Deposit (EMD).	Request for deletion of this clause- Cannot agree to forfeiture of EMD due to failure to furnish all information required under this RFP	As per the RFP
3	II	8	22		Project order value in Government	Query not clear
4	II	8 & 9	22		Section II- Qualification Criteria	Query not clear
5	II	Entire Section	22	Qualification Criteria		Query not clear
6	II	16	25	Qualification Criteria-The Bidder (Prime Bidder in case of a Consortium) should supply a minimum of 3,50,000 number of Laptops	Request to make this minimum of 1 lac laptops	As per the RFP

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7	III	3.9	33	Delivery Schedule	a. Schedule shall be effective 30 days from the date of signing of the agreement.	As per the RFP
8	III	3.12	35	<p>Final Acceptance Sign off The selected Bidder shall get a final sign off receipt preferably within 3 days of the successful completion of Demonstration and Training to students and Teachers.</p> <p>The date on which such Receipt is signed shall be deemed to be the date of acceptance and commissioning of the system and the warranty of the Laptop starts from that date.</p>	<p>Final Acceptance should happen on inspection post delivery and should not be linked to training.</p> <p>Further, warranty should commence on delivery and not on acceptance.</p>	As per the RFP
9	III	3.13	36	The warranty shall remain valid for 12 months after final acceptance sign-off as per Section 3.12.	<p>Warranty should commence on delivery and not on acceptance.</p> <p>UPLC agrees that warranty shall not be applicable for any defects/damages caused by UPLC/students</p>	As per the RFP
10	III	3.13.2	36	Inventory of Spares		Query not clear

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11	IV	4.2	40	Category of SLAs		Query not clear
12	IV	4.4	44	Penalties	In no event shall the overall penalty for SLA non-compliance exceed 10% of the value of the services in delay cumulatively.	As per the RFP
13	IV	4.5	45	a. Subject to clause for Force Majeure, if the Selected Bidder fails to complete the Supply and Commissioning of Laptops within 210 days or if Bidder repudiates the Agreement before completion of the work, UPLC at its discretion may without prejudice to any other right or remedy available to UPLC under the Agreement recover a maximum of 10% (Ten percent) of the total value of the order from the Bidder as Liquidated Damages (LD). b. UPLC will be free to procure the remaining Laptops from alternate sources at the cost and risk of the defaulting Vendor, by forfeiting the EMD/Security Deposit of the	a. The total cumulative LDs for delay shall not exceed 10% of the value of goods in delay. B & c to be deleted.	a) As per the RFP b) As per the RFP c) As per the RFP

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				<p>Bidder. In addition, UPLC will impose a cancellation charge of 5% of the value of undelivered Laptops, which shall be recovered from the pending bills or EMD/Security Deposit or by raising claims.</p> <p>c. The selected Bidder shall in addition to other remedies available to UPLC/GoUP be liable to pay a sum of INR 10,00,000 (Rupees Ten Lacs only) for every occasion as Liquidated Damages if found that the Bidder is misusing the Uttar Pradesh Government Logo for any purpose other than for the Supply of Laptops under this scheme or using it for Bidder's benefit without express written permission of UPLC or GoUP.</p>		
14	V And VI	5.11	51 & 77	Firm Prices & 6.20. Prices	Prices shall be exclusive of taxes. If prices are required to be inclusive of taxes, any new taxes, levies, duties post submission shall be on account of UPLC. In addition, the prices are subject to changes on	As per the RFP

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					account of COLA and forex fluctuations.	
15	V	5.12	52	EMD	Bidder requests that EMD be made proportionate of the total deal value. We propose the same to be reduced to INR 10 Crs.	As per the RFP
16	V	5.15	52	Bid Validity	Request you to kindly reduce the bid validity time frame to 90 days from the time of submission of the bid	As per the RFP
17	V	5.18	56	e) In case L1 backs out, the RFP shall be cancelled & Bids shall be invited again.L1 shall however be blacklisted from participating in any future bidding of GoUP projects and are liable for legal action by UPLC/GoUP.	To be revised as follows: e) In case L1 backs out, the RFP shall be cancelled & Bids shall be invited again.L1 shall however be blacklisted from participating in any future bidding of GoUP projects and are liable for legal action by UPLC/GoUP.	As per the RFP
18	V	5.22	57/77	5.22. UPLC's right to vary Scope of Work at the time of Award 6.21. Alteration/Variation	Quantities cannot be reduced. Further, any order beyond quantities specified in Bidder's proposal shall be at mutually agreed prices.	As per the RFP
19	V	5.25	59	5.25. Failure to abide by the Agreement Failure of the successful Bidder to agree with the Terms	Failure to comply with RFP terms should not be a ground for EMD forfeiture. Bidder should be provided with an adequate opportunity to raise its concerns over the RFP terms and such	As per the RFP

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				& Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event UPLC may forfeit the EMD/ Performance Bank Guarantee. The contract will be then awarded to the next Bidder by the process of Re-Tendering.	deviations of successful bidder should be mutually agreed by the parties at at the time of contract finalization.	
20	V	5.26	59	5.26. Bank Guarantee for Performance	PBG shall be submitted within 30 days of contract execution and not within 15 dys of LOI. In addition. PBG shall be valid for the term of the contract + 1 month and shall not extend beyond this duration.	As per the RFP
21	V	5.28	60	5.28. Rejection Criteria	Conditional proposal should not be a ground for bid rejection. Deviations raised by Bidder should be discussed and agreed on merits	As per the RFP

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22	VI	6.1.e & 1	63 & 66	<p>e. All the conditions stated in the Request for Proposal (RFP) and the Corrigendum Document shall form part of the Agreement.</p> <p>1. 1. The following documents attached hereto shall be deemed to form an integral part of this Agreement: (a) Schedules of the Agreement; (b) Annexures of the Agreement (c) Request for Proposal (RFP)</p> <p>viii. "Agreement"</p>	Bidder's proposal shall form an integral part of the Agreement	As per the RFP
23	VI	6.4 (b) (v)	67	The Vendor warrants that (i) the fact that all software & hardware included in the Bid is either covered by a valid license/approvals/ consents or was produced by the Vendor or its partners and (ii) that violations shall be considered fraud, which is, among other	Request to delete blacklisting as punishment as too onerous to accept a potential blacklisting clause here because such error can also happen in the normal course of business where Bidder may not have control since the software/OS shall be procured through OEMs.	As per the RFP

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				remedies for fraud, is punishable by potential blacklisting from participation in future procurement by UPLC/GoUP.		
24	VI	6.4	68	viii. The Vendor at any point during performance of the Agreement, should technological advances be introduced by the OEM/Vendor for Information Technologies originally offered by the OEM/Vendor in its Bid and still to be delivered, the Vendor shall be obligated to offer to UPLC the latest versions of the available Information Technologies having equal or better performance or functionality at the same or lesser unit prices.	Technological advances shall be at extra cost or after mutual agreement only	As per the RFP
25	VI	6.5.c	69	c. If any services, functions or responsibilities not specifically described in this Agreement are an inherent, necessary or customary part of the Services	c. If any services, functions or responsibilities not specifically described in this Agreement are an inherent and necessary or customary part of the Services or are required for proper performance or provision of the Services in	As per the RFP

S No.	Section No.	Clause No.	Pg No	Actual Clause as in the RFP	Clarification Sought	Responses
				<p>or are required for proper performance or provision of the Services in accordance with this Agreement, they shall be deemed to be included within the scope of the work to be delivered for the charges, as if such services, functions or responsibilities were specifically described in this Agreement.</p>	<p>accordance with this Agreement, they shall be deemed to be included within the scope of the work to be delivered for the charges, as if such services, functions or responsibilities were specifically described in this Agreement.</p>	
26	VI	6.8 (b) (ii)	70	<p>The Vendor shall ensure that the Vendor's Team is competent, professional and possesses the requisite qualifications and experience appropriate to the task they are required to perform under this Contract. The Vendor shall ensure that the Services are performed through the efforts of the Vendor's Team, in accordance with the terms hereof and to the satisfaction of UPLC/GoUP. Nothing in this Contract relieves the Vendor from its liabilities or obligations</p>	<p>Request you to exclude Indirect actions causing damage from the scope of this clause. Revision to be made as follows:</p> <p>The Vendor shall ensure that the Vendor's Team is competent, professional and possesses the requisite qualifications and experience appropriate to the task they are required to perform under this Contract. The Vendor shall ensure that the Services are performed through the efforts of the Vendor's Team, in accordance with the terms hereof and to the satisfaction of UPLC/GoUP. Nothing in this Contract relieves the Vendor from its liabilities or obligations under this Contract to provide the product and services in accordance with UPLC directions</p>	As per the RFP

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				under this Contract to provide the product and services in accordance with UPLC directions and requirements and as stated in this Contract and the Bid to the extent accepted by UPLC and the Vendor shall be liable for any non-performance, non-compliance, breach or other loss and damage resulting either directly or indirectly by or on account of its team.	and requirements and as stated in this Contract and the Bid to the extent accepted by UPLC and the Vendor shall be liable for any non-performance, non-compliance, breach or other loss and damage resulting either directly or indirectly by or on account of its team.	
27	VI	6.12 (b)	74	UPLC shall also have the right to conduct, either itself or through another Third Party as it may deem fit, an audit to monitor the performance by the Third Party of its obligations/functions in accordance with the standards committed to or required by UPLC and the Vendor undertakes to cooperate with and provide to UPLC/any other Vendor appointed by UPLC, all documents and other details	Kindly exclude Internal cost records and books of accounts from scope of audit.	The same may be considered by UPLC

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				as may be required by them for this purpose. Any deviations or contravention identified as a result of such audit/assessment would need to be rectified by the Vendor failing which UPLC may without prejudice to any other rights that it may have issue a notice of default.		
28	VI	6.13 (b)	74	Changes in the Applicable Law Related to Taxes and Duties	Any variation in indirect taxes in the nature of service tax and VAT shall be to the account of the UPLC. Kindly change the term to this affect	As per the RFP
29	VI	6.15.	75	Ownership of Equipment UPLC/GoUP shall own the Laptops and accessories supplied by the Vendor in connection with this Agreement.	Upon payment in full, UPLC/GoUP shall own the Laptops and accessories supplied by the Vendor in connection with this Agreement.	As per the RFP
30	VI	6.17 (a)	76	Indemnity	We do not provide indemnify for breach of provisions of the RFP and the contract. The indemnity clause to be amended to this extent. Further, it is proposed that indmernity clause to form part of the agreement itself and no seprate deed of indmernity should be insisted for by	As per the RFP

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					UPCL	
31	VI	6.18(d)	76	The Vendor shall sign a Non Disclosure Agreement (NDA) with UPLC. The Vendor, its antecedents and the consortium members shall be bound by the NDA. The bidder will be held responsible for any breach of the NDA by its antecedents, delegates or consortium members.	NDA signed to have a definite time period of 2 years. That is to mean that the confidentiality obligations shall not survive in perpetuity. Further, NDA should also protect the information disclosed by Bidder.	The same may be considered by UPLC
32	VI	6.2	64	Prices	The prices shall be subject to variation if the dollar rate fluctuates by more than +/- by 4% as compared to the dollar rate as on the date of bid submission.	As per the RFP
33	VI	6.22(a)	78	Suspension of Work	Vendor should be entitled to compensation for damages caused due to suspension. Further, Vendor shall be entitled to receive sums due for all the laptops supplied up to the date of suspension and for orders for which vendor has placed order for purchase of components and materials	As per the RFP
34	VI	6.24	79		Increase in taxes shall be on account of UPLC	As per the RFP

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35	VI	6.26 (a)	81	Consequences in Event of Default i. Impose any such obligations and conditions and issue any clarifications as may be necessary to inter alia ensure smooth continuation of supply of goods and warranty Services and the Project which the Vendor shall be obliged to comply with which may include unilateral re-determination of the consideration payable to the Vendor hereunder. The Vendor shall in addition take all available steps to minimize loss resulting from such event of default.	Time to cure default if not mentioned, should be mutually decided and captured in the contract. We suggest a cure period of 30 days to be inserted. Sole re-determination of consideration payable to vendor is not at all acceptable. The whole clause to be deleted.	As per the RFP
36	VI	6.26(c)	81	Where UPLC deems necessary it shall have the right to require replacement of any of the Vendor's warranty service providers with another suitable member. The Vendor shall in such case terminate forthwith all their Agreements/Contracts other	Where UPLC deems necessary it shall have the right to require replacement of any of the Vendor's warranty service providers with another suitable member, subject to it providing sufficient reasons for such replacement. The Vendor shall in such case terminate forthwith all their Agreements/Contracts other arrangements with such member and find of the suitable replacement for such outgoing member with	As per the RFP

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				<p>arrangements with such member and find of the suitable replacement for such outgoing member with another member to the satisfaction of UPLC/GoUP who shall execute such Agreements/Contracts with UPLC as UPLC may require. Failure on the part of the Vendor to find a suitable replacement and/or terminate all Agreements/Contracts with such member shall amount to a breach of the terms hereof and UPLC in addition to all other rights, may procure similar warranty services from other provider at the cost of Vendor and UPLC shall also have the right to claim damages and recover from the Vendor all losses/or other damages that may have resulted from such failure.</p>	<p>another member to the satisfaction of UPLC/GoUP who shall execute such Agreements/Contracts with UPLC as UPLC may require. Failure on the part of the Vendor to find a suitable replacement and/or terminate all Agreements/Contracts with such member shall amount to a breach of the terms hereof on providing 30 days prior written notice to the Vendor. and UPLC in addition to all other rights, may procure similar warranty services from other provider at the cost of Vendor and UPLC shall also have the right to claim damages and recover from the Vendor all losses/or other damages that may have resulted from such failure.</p>	

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37	VI	6.26 (d)	81	Consequences in Event of Default	We request for a payment protection clause in the event of termination for convenience. The clause should cover the Vendor being paid for the delivery and procurement made.	As per the RFP
38	VI	6.27(a)	82	6.27. Termination of the Agreement by Vendor a. UPLC/GoUP retain such amounts from the payment due and payable by UPLC to the Vendor of overall Agreement value for 1 year as may be required to offset any losses caused to UPLC/GoUP as a result of such event of default and the Vendor shall compensate UPLC for any such loss, damages or other costs, incurred by UPLC/GoUP in this regard. Nothing herein shall affect the continued obligation of the other members of the consortium to perform all their obligations and responsibilities under this Agreement in an identical manner as were being performed before the	Request to delete as the clause is incorrect as it does not provide for termination by the vendor at all. Also, the payments due to the vendor cannot be kept on hold on presumptive basis in the anticipation of loss and damages to UPLC as suggested here. Vendor is furnishing PBG for UPCL's securitization under the contract	As per the RFP

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				occurrence of the default.		
39	VI	6.28 a	82		Request to delete Clause 6.28 (a) (i), (iv) and (vii).	As per the RFP
40	VI	6.28 (b)	82	Termination by UPLC	Repeat deviation as above – as for Clause 6.4 (b) – we cannot agree to an onerous condition of potential blacklisting here.	As per the RFP
41	VI	6.28 (b)	82	Termination b. UPLC/GoUP reserves the right to terminate the Agreement in case Vendor gets blacklisted by any other Ministry/Department of Government of India or State Governments during the course of Laptops supply and implementation or if Vendor is convicted in a legal/tax evasion case or on account of any other legal misconduct of the Vendor.	Request deletion since this is a very onerous clause where our contract will be terminated for reasons completely unconnected to this contract and even for tax evasion matters which are routine in nature so long as they are in dispute and in appeal.	As per the RFP
42	VI	6.28 e	83	Termination by Vendor	We request that the 90 day's notice period requirement be changed to 30 days. Also, we request to change the notice period requirement	As per the RFP

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					for non-payment from 45 days to 30 days.	
43	VI	6.28(h) (ii)	84	If the Contract is terminated pursuant to Section 6.28 (a) (i) to (vii), the Vendor shall not be entitled to receive any payments upon termination of the Contract. Under such circumstances, upon termination, UPLC/GoUP may also impose liquidated damages as per the provisions of this Contract. The Vendor will be required to pay any such liquidated damages UPLC/GoUP within 30 days of termination date.	On termination, Vendor shall be entitled to payment for work performed and in progress (i.e for which we have already placed orders without component vendors).	As per the RFP
44	VI	6.30,	85	Penalty	Request to amend: In the event, the Vendor fails to meet the Project responsibilities including target performance metrics as stipulated in the SLAs or any damages caused by Vendor including its employees, contractors, consortium members to UPLC/GoUP properties, personnel, data etc, the Vendor shall be liable for penalty stipulated in the SLAs in terms of the SLA contained the RFP and additional penalty towards the damages as	As per the RFP

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					mentioned above. UPLC without prejudice to his other rights and remedies, to deduct from the Price as payable in terms of this Agreement, or receive as payment, at the discretion of UPLC, the penalties that are imposed in terms of this Agreement.	
45	VI	6.31	85	Liquidated Damages	We cannot agree to having the entire performance guarantee invoked for even a single default in delivery by Wipro. The second part of the clause is ok to accept provide it applies only in the case of delay and also the amount of liquidated damages shall not exceed, that is be capped to 10% of the total value of the delayed goods/milestone.	As per the RFP
46	VI	6.33	86	Arbitration	Arbitrator to be appointed mutually and not solely by GOuP	As per the RFP
47	VI	6.34 (a)	87	Limitation of liability	This clause inadvertently limits the liability for damages and excludes the liability for indirect and consequential damages, for property related damages instead of providing such protection against damages arising on account of performance related breaches. In fact the clause in the later part provides for unlimited liability towards damages of real property where as in the earlier part of the clause the property itself is a subject matter of limited liability. The entire	As per the RFP

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					<p>clause is contradictory and incorrectly proposed and requires suitable changes.</p> <p>We suggest the following clause - Notwithstanding anything contained herein, neither Party shall, in any event, regardless of the form of claim, be liable for any indirect, special, punitive, speculative, exemplary, consequential or incidental damages (including, without limitation, loss of use, data, revenue, profits, business), irrespective of whether it had an advance notice of the possibility of any such damages under this Agreement and the aggregate liability of Wipro, under this Agreement, shall not exceed the fees (excluding reimbursements) received by it under this Agreement during the six months preceding the date of such claim however, the total Aggregate liability of Wipro for all claims cumulatively shall be limited to total fees received by Wipro under this Agreement.</p> <p>Sub-clauses (b), (d), (e) and (f) are ok for this clause.</p>	

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48	VI	6.35(c), (d) & 6.35(f), 6.35(ii)	88	Conflict of Interest	Request to delete.	As per the RFP
49	VI	6.37	89	The Vendor shall not be entitled to make any claim, whatsoever against UPLC under or by virtue of or arising out of this Agreement, nor shall UPLC entertain or consider any such claim, if made by the Vendor after he shall have signed a “No claim” Certificate in favor of UPLC in such forms as shall be required by UPLC after the works are finally accepted.	However, the Vendor can make claim for non-payment of fees under this agreement.	As per the RFP
50	VI	6.39	89	Force Mejure	1. Vendor does not accept any penalty in the form of risk purchase or taking responsibility of procuring goods from another supplier due to force majeure events. 2. PGB cannot be forfeited for reasons attributable to force majeure events.	As per the RFP

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					<p>3. Natural disaster, fire, floods and such other acts of gods shall be force majeure events.</p> <p>4. In any force majeure event, a minimum 30 days period shall be provided to restore the performance.</p>	
51	VI	6.40.3	92	Sub-Contracting	No consent to be given only information to be provided. We will be completely responsible for the actions of our sub-contractors.	As per the RFP
52	VI	6.40.11 & 12	93	Performance & Spares + Warranty		Query not clear
53	VII	7.10(g)	97		request for deletion	As per the RFP
54	Schedule	Schedule I	142	Exit Management Schedule		Query not clear
55	Schedule	5	144	To the extent that any Transfer Regulation does not apply to any employee of the Vendor, UPLC, or its Replacement Vendor may make an offer of employment or Contract for services RFP For Selection of Vendor(s) for Supply of Laptop Computers throughout the	Request this clause to be deleted. Customer acknowledges that personnel to be provided by Wipro represent a significant investment in recruitment and training, the loss of which would be detrimental to Wipro's business. For purposes of this clause, a Wipro employee means any employee or person who has who has been involved in providing services under this Agreement.	As per the RFP

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				State of Uttar Pradesh U.P. Electronics Corporation Limited (UPLC) Page 145 to such employee of the Vendor and the Vendor shall not enforce or impose any contractual provision that would prevent any such employee from being hired by UPLC or any Replacement Vendor.		
56	Schedule I	6	145	6. Transfer of Certain Contracts On request by UPLC, the Vendor shall effect such assignments, transfers, licenses and sub-licenses as UPLC may require in favor of UPLC, or its Replacement Vendor in relation to any equipment, maintenance or warranty service provision contract between Vendor and third party lessors, Vendors, and which are related to the warranty services and	Request deletion. Vendor cannot provide a commitment on behalf of third parties.	As per the RFP

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				reasonably necessary for the carrying out of replacement of goods and warranty services by UPLC or its Replacement Vendor.		
57	Schedule I	7	145	Rights of Access to Premises	Customer to give prior notice before request for access to the Vendor sites	As per the RFP
58	Schedule I	9b	146	The Vendor shall re-draft the Exit Management Plan bi-annually thereafter to ensure that it is kept relevant and up to date.		Query not clear
59	Schedule I	9i	146	All outstanding charges must be cleared including payments for additional infrastructure requested by the Vendor. If not		Query not clear

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				these shall be deducted from the final payment if any, or from the Performance Bank Guarantee		
60	Schedule III	Schedule III	149	Invoicing & Settlement	Pls delete this clause	As per the RFP
61	Schedule III	Schedule III	149	Payment for invoices shall be made within 45 working days of the receipt of Invoice by DM upon completion of the said activities as mentioned in the Contract.	If payment is not received within 30 days of submission of invoice - Interest @1% pm or part thereof will be leviable.	As per the RFP
62	III	3.2.14	28	Operating System	Request you to kindly include other Linux platform such as BOSS Linux apart from Ubuntu Linux as well. This would help introduce competition and optimize cost without impacting the working of the user, this has also been done in other large state tenders	No Change
63	III	3.2.14	28	Operating System	Request you to kindly clarify the extent functionality to be made available for the machine on Ubuntu Linux platform	Standard functionality expected
64	III	3.2.14	28	Operating System	Request you to supply the tool for Hindi and Urdu Unicode font with keyboard interface for typing in word processor, this would help in	No Change

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					optimizing the cost. This has be done in case of other state tenders as well where in the software has been provided by the state body itself.	
65	III	3.2.16	29	AC Power Adapter	Kindly change the Input Voltage Range to 100-240V, 50 /60Hz AC as this is the standard used in India	No Change
66	III	3.2.18	29	Operation Temperature	Kindly change the range to 0-45 degree centigrade	No Change
67	III	3.2.22	29	Others	Request you to kindly elaborate the meaning of "operational capabilities in English, Hindi and Urdu Language" and whether this would be required in both Linux and Windows or only Windows platform	Device should have working, Display, Writing and typing capabilities in English, Hindi and Urdu Languages. All contents in Hindi and Urdu Languages will be displayed properly by

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						Web sites, Soft copy material and beneficiary will able to download & amend & modify the same
68	III	3.8	33	Insurance & Transportation	Kindly mention the delivery has to be the DM office in each Teshsil - not to individual students, also insurance should be till the point of delivery, the transfer of ownership should happen once delivery is over. Also kindly give the confirmation that the delivery would be accepted without any delays whatsoever.	Distribution of Laptops to the Students is not in the purview of the Vendor.
69	III	3.9	33	Delivery Schedule	Request you to kindly alter the schedule for the first 5% to 0-90 days. Rest of the delivery milestones to be increased by 30 days thereon	As per the RFP
70	III	3.11	34	Training & Demonstration	Kindly clarify on the time gap between the training and date of delivery. Also the number of training sessions to be conducted by each vendor specified based on the minimum bid of 350000 units. Also please consider batch demonstrations to be given to the students in a batch of atleast 50 at the point of collecting the	As per the RFP

S No.	Section No.	Clause No.	Pg No	Actual Clause as in the RFP	Clarification Sought	Responses
					notebook.	
71	III	3.13.1	36	Warranty	Kindly consider the warranty as back to bench - in each Tehsil and not at end customer location. Also only components can be repaired/replaced but not the laptop except for Dead On Arrival or Installation failure. Further SLA penalty to be restricted to 2% of cost of defaulting equipment. Also replacement of only defaulting components or parts of equipment can be done and not of entire equipment.	As per the RFP
72	III	3.13.3 &4	37	Service Setup Centre & Help Desk Call Centre Set-Up	The allocation of laptop supplies to the vendors should be done in blocks of tehsils so as to limit opening of service centers by individual OEMs, kindly consider this request and make the change in the terms accordingly. The time period of these service centers should not be more than 18 months from the date of last laptop supply for a particular Tehsil.	As per the RFP
73	B	4.15	10	official documentation including Tax returns establishing Laptops/PCs manufacturing business	What kind of document is required to be submitted?	As per the RFP
74	IV	4.2.1	40	PDI Penalty - 1 Lacs p week - Max 5 Lac Per batch	Not Acceptable	As per the RFP

S No.	Section No.	Clause No.	Pg No	Actual Clause as in the RFP	Clarification Sought	Responses
75	IV	4.2.1	40	Pre-Dispatch Inspection	Post the Notice - UPLC to kindly ensure that the officials allocated by the government are there on the date specified and in case of delay due to this the OEM should not be penalized. Further pls clarify - For Lot size and what is the basis of determining such a lot and expected number of lots.	Please refer clause 3.6 of the RFP
76	IV	4.2.2	41	Delivery Schedule	Our suggestion is that the penalty against the delivery schedule should be 0.5% per week on the undelivered portion and should be capped to 5% of the undelivered portion - considering the size of the contract.	As per the RFP
77	IV	4.2.3	41	Warranty Obligations	Please note that the penalties are too stringent and difficult to monitor. Request is to keep in T + 10 days - upto 2% of the cost of the laptop (irrespective of number of unresolved incidents - Applicable to all incidents - I,II & III) - Further penalty of 20% + replacement of laptop is not acceptable (as per warranty terms - we're ok with repair/replacement of faulty components but not laptop)	As per the RFP
78	IV	4.2.4	43	help desk services	Penalty should be levied on equipment serviceability SLA and not on Help Desk serviceability SLA as measurability is difficult. Further penalty needs to be capped.	As per the RFP

S No.	Section No.	Clause No.	Pg No	Actual Clause as in the RFP	Clarification Sought	Responses
79	IV	4.4	44	Penalties	Request you to kindly make the changes in the terms such that the penalty does not exceed 2% of the value of the order - as the scale is too big, and is not possible to buffer such costs in the tender. Also as per the terms it is required for the vendor to change the laptop post unresolution of the incident upto 30 days, however there should not be any penalty against this clause. Further any termination can be done only on providing a notice period of 30 days for cure.	As per the RFP
80	VI	6.9(d)	72	UPLC's representative may at any time object to and require the Vendor to remove forthwith any authorized representative or employee of the Vendor or any person(s) deployed by Vendor, if in the opinion of UPLC's representative the person in question has mis-conducted himself or his deployment is otherwise considered undesirable by UPLC's representative the Vendor shall forthwith remove and shall not again deploy the person in question of the work	UPLC's representative may at any time by providing sufficient reasons, object to and require the Vendor to remove forthwith any authorized representative or employee of the Vendor or any person(s) deployed by Vendor, if in the opinion of UPLC representative the person in question has mis-conducted himself or his deployment is otherwise considered undesirable by UPLC representative the Vendor shall forthwith remove and shall not again deploy the person in question of the work site without the written consent of UPLC representative.	As per the RFP

S No.	Section No.	Clause No.	Pg No	Actual Clause as in the RFP	Clarification Sought	Responses
				site without the written consent of UPLC"s representative.		
81	VI	m	79	Payment terms	<p>Request you to kindly change the payment terms to 90% on delivery against the documents: Original Invoice, Quality certificate, Insurance certificate, Pre-dispatch inspection, Delivery acknowledgement. 5% on Training and balance 5% subject to PBG submission valid for 18 months.</p> <p>Subclause # 6 of post delivery inspection can be avoided as we are anyway conducting PDI and the machines are under warranty post delivery for 1 year.</p> <p>Kindly note that payment of 5% on demonstration to students individually is a mammoth task. Operationally it would not be feasible to do this and collect the certificates signed by each student. Alternatively - we suggest that the notebooks be distributed at the tehsils DM and then the student should come to the DMs office to collect and sign the acceptance. At that point in time - we can do the demonstration to students in batch size of min</p>	As per the RFP

S No.	Section No.	Clause No.	Pg No	Actual Clause as in the RFP	Clarification Sought	Responses
					50. Since prices has to be quoted inclusive of taxes OR FOREX fluctuation - any increase in taxes/Rs/USD will have corresponding propotionate increase/decrease effect in prices	
82	II	16	25	Minimum order quantity	Request you to kindly reduce the minimum order quantity to 1 lac units as this would help in managing the operations effectively.	As per the RFP
83	II	15	25	Technical personnel required	The minimum number of technical personnel which is 600 as per this tender with the prime bidder should not be particular for this project, rather it should be on an over basis	As per the RFP
84	II	15	25	Technical personnel required	The requirement of having technical personnel should be for the prime bidder only and not for the Authorised service partner	As per the RFP
85	IV	4.2.4 (2)	43	Help Desk Services	The target should be 4 working hour	As per the RFP
86	IV	4.2.4	43	Target and Penalties	The target mentioned to meet the parameters are extremely stringent and not possible to monitor and measure, therefore request you to kindly relax the both of them	As per the RFP

S No.	Section No.	Clause No.	Pg No	Actual Clause as in the RFP	Clarification Sought	Responses
87	VI	6.4 (xi)	68	Representations & Warranties	Kindly note that plastic parts are consumables and are not included in the warranty obligations kindly mention the same in the terms for this clause for clarity	Standard Comprehensive warranty conditions shall apply.
88	v	-	-		Can the vendor quote more than one model in the tender document	As per the RFP
89	Schedule	III	151	Invoicing/Payment - The Vendor shall waive any charge for Goods and Service that is not invoiced within six months after the end of the month in which the terms of payment as stated in the Terms of Payment Schedule relating to such Service are authorized or incurred, whichever is later.	Clause not accepted. As per Limitations Act - 3 years time limit is allowed.	As per the RFP
90	Schedule	III	151	Payment for invoices shall be made within 45 working days of the receipt of Invoice by DM upon completion of the said activities as mentioned in the Contract	Payment for invoices shall be made within 15 days of the receipt of Invoice by DM upon completion of the said activities as mentioned in the Contract	As per the RFP
91	Propose	Propos	-	Deemed Acceptance - Deliverables will be deemed to	Request for inclusion of the clause	As per the

S No.	Section No.	Clause No.	Pg No	Actual Clause as in the RFP	Clarification Sought	Responses
	d	ed		be fully and finally accepted by Client in the event Client has not submitted a Acceptance certificate within 15 days from the date of delivery.		RFP
92				Format for past experience		Query not clear
93				I have carefully gone through the Terms & Conditions contained in the RFP Document [No. _____] regarding Supply of Laptop computers throughout the State of Uttar Pradesh for a period of one year. I hereby declare that my Company has not been debarred / black listed by any Ministry/Department of Government of India or State Government. I further certify that I am competent officer in my Company to make this declaration.		Query not clear

S No.	Section No.	Clause No.	Pg No	Actual Clause as in the RFP	Clarification Sought	Responses
94	VIII	Format 11	126	Declaration of Acceptance of Terms and Conditions in the RFP	We understand that the award shall be in line with bidder's proposal. If not, conditional acceptance shall be provided to the extent required to align the terms of the award with Bidder's proposal.	As per the RFP
95	Annexure	1	156	Proposal governing letter	We understand that the award shall be in line with bidder's proposal. If not, conditional acceptance shall be provided to the extent required to align the terms of the award with Bidder's proposal.	As per the RFP
96	VIII	Format 7	122	Customer Information	To be added: Notwithstanding anything contained to the contrary herein, Wipro may share Contract / engagement / project details to its customers/ prospective customers solely for the purpose of and with the intent to evidence and support its experience earned under this Contract.	As per the RFP
97	Proposed	Proposed	-	Savings Clause	To be added: 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 the Customer's omission to act,	As per the RFP

S No.	Section No.	Clause No.	Pg No	Actual Clause as in the RFP	Clarification Sought	Responses
					delay, wrongful action, failure to provide Inputs, or failure to perform its obligations under this Agreement.	
98	Proposed	Proposed	-	SNR	To be added: 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 the site ready within the stipulated period, including but not limited to levy of liquidated damages for any delay in performance of Services under the terms of this Agreement.	As per the RFP
99	Proposed	Proposed	-	Pass Through Warranty	To be added: Where Wipro is acting as a reseller of completed products, Wipro shall "pass-through" any and all warranties and indemnities received from the manufacturer or licensor of the products and, to the extent, granted by such manufacturer or licensor, the Customer shall be the beneficiary of such manufacturer's or licensor's warranties	As per the RFP

S No.	Section No.	Clause No.	Pg No	Actual Clause as in the RFP	Clarification Sought	Responses
					and indemnities. Further, it is clarified that Wipro shall not provide any additional warranties and indemnities with respect such products.	
100	III	3.7	32	The furnished Laptop should be Bubble Wrapped and then packed in the cardboard boxes of standard quality as followed by industry. Laptop with GoUP Logo and Scheme name along with bar code serial number and accessories packed in a bubble wrap and then placed inside the cardboard box	As a International Brand and having operation across the world, we have a standard packing process which are designed keeping in mind the shipments covering all parts of the world. We request UPLC to to modify this with requisite clause like transit Insurance to allow us to use our expertise in packaging as the specification of packing in the RFP involves redesigning and additional costs in packaging and also higher cost in international freights.	As per the RFP
101	II	Point 5	21	The Bidder (Prime Bidder in case of a Consortium) should have an average annual turnover of at least INR 2,500 Crores during the last three financial years (i.e. 2009-2010, 2010-2011, 2011-2012). The other members of Consortium should individually have an average annual turnover of at least INR 400 Crores during the last three financial years	Toshiba is the World 4th Largest Notebook PC Vendor in Notebooks category. We are not in the business of other IT products and services. We do have the required turn over globally but as a Indian Subsidiary, we do not have the required turnover. IF we need to bid, being a 100% Indian subsidiary, we do not qualify for this tender on account of Indian Turnover. Can the Indian Subsidiary with lesser turnover bid on behalf of Toshiba Corporation, who qualifies for the turnover.	As per the RFP

S No.	Section No.	Clause No.	Pg No	Actual Clause as in the RFP	Clarification Sought	Responses
				(i.e. 2009-2010, 2010-2011, 2011-2012).		
102	II	Point 8	23	The Bidder (Prime Bidder in case of a Consortium) should have successfully implemented/completed at least 5 Project (Procurement, Installation and Commissioning of Laptops/PC) to any Non-Government Institution of at least INR 200 Crores in value within the last 5 years from the same client. Note: Multiple work orders of the value of INR 200 Crores against the delivery of PCs/Laptops from the same client (Non-Government Institution) during the last 3 years shall be considered.	Toshiba is in the business of Manufacturing and distribution of Notebooks computers only. We are not into the business of other IT products. In this segment, there will not be 5 projects order of Rs. 200 Crores in the last five years. This clause will be detrimental for us to participate. We request UPLC to kindly remove this qualifying criteria. This can be completed by organisations who are in both Desktops and Notebooks but 5 projects for only notebooks is highly impossible.	As per the RFP
103	II	Point 9	23	The Bidder (Prime Bidder in case of a Consortium) should have successfully implemented/completed at	Toshiba is in the business of Manufacturing and distribution of Notebooks computers only. We are not into the business of other IT products. In this segment, there will not be 5 projects order in	As per the RFP

S No.	Section No.	Clause No.	Pg No	Actual Clause as in the RFP	Clarification Sought	Responses
				least 5 Projects (Procurement, Installation and Commissioning of Laptops/PCs) to Government/PSU of at least INR 100 Crores in value within the last 5 years in India. Note: Multiple work orders of the value of INR 100 Crores against the delivery of PCs/Laptops from the same client (Government/PSU) during the last 3 years shall be considered.	Govt / PSU segment of Rs. 100 Crores in the last five years. This clause will be detrimental for us to participate. We request UPLC to kindly remove this qualifying criteria. This can be completed by organisations who are in both Desktops and Notebooks but 5 projects for only notebooks is highly impossible.	
104	II	Point 12	24	The OEMs should certify that they have support mechanism in India, either directly through their support office in India or through their authorized channel partners/dealers in India. The Bidder should have successfully provided comprehensive annual maintenance services for Laptops/PCs including L1	Being in the business of Notebooks only, Toshiba will be unable to comply to this clause. Most organisations - Govt / Non Govt buy the Notebooks with default three years and most do not go into AMC contract and hence, the value of comprehensive AMC contract will not be of this value for only Notebooks. Request UPLC to remove this clause.	As per the RFP

S No.	Section No.	Clause No.	Pg No	Actual Clause as in the RFP	Clarification Sought	Responses
				support, Helpdesk Support, Spares, Inventory, Patches, Updates/ Upgrades with a work order of value at least INR 10 Crores for Government/ Non-Government/ PSU for the last Five years. Note: Any type of remote/web support for Laptops/PCs shall not be considered.		
105	VI	6.22 (a)	78	Suspension of Work	<p>We would ask for your kind confirmation for modification of the last sentence of Clause 6.22 (a) giving unqualified option to the vendor for terminating the contract in case of suspension of more than 2 months without any default or failure on the part of vendor.</p> <p>The modified sentence is as follows:</p> <p><i>“In case the suspension of works is not consequent to any default or failure on the part of the Vendor and lasts for a period of more than 2 months, the Vendor shall have the option to terminate the Agreement without any liability”</i></p>	As per the RFP
106	II	8	22	The Bidder (Prime Bidder in case of a Consortium) should	We are assuming that "Banks" include nationalized banks as well.	As per the

S No.	Section No.	Clause No.	Pg No	Actual Clause as in the RFP	Clarification Sought	Responses
				<p>have successfully implemented/completed 5 Projects (Procurement, Installation and Commissioning of Laptops/ PC/ Peripheral devices) to Non-Government Institutions/ financial Institutions (including Banks) for an aggregate value of INR 200 Crores during the last 5 financial years i.e. 2007-08, 2008-09, 2009-10, 2010-11 and 2011-12 .</p> <p>Note: Multiple work orders against individual Project for the delivery of PCs/Laptops/Peripheral devices from Non-Government Institutions/ financial Institutions (including Banks) during the last 5 years shall be considered.</p>	We also request you to allow upto 8 projects of cumulative value of INR 200 Crores or reduce the total value to INR 100 Crores from 5 projects.	RFP
107	II	18	25	The Bidder shall comply or exceed with all the Technical Specifications as specified in	We request to allow us to change / upgrade the product after the bid during the course of execution meeting all product technical specifications. This will help us supply	As per the RFP

S No.	Section No.	Clause No.	Pg No	Actual Clause as in the RFP	Clarification Sought	Responses
				Section 3.2	better/newer version of product to the customer.	
108	VI	6.24	79	Payment Schedule	In order to simplify the payment model for both UPLC and bidder, we request you to include a clause that" After Inspection and Delivery acknowledgment at Tehsil Level, the payment should be made to the Vendor at a centralized Location as decided by UPLC"	As per the RFP
109	V	5.12	51	Bid Currencies	We request UPLC to allow Indian OEMs to quote in USD to enable it to address the volatility in rupee-dollar exchange rate fluctuations	As per the RFP
110	III	3.9.	33	5% of ordered quantity ----> 0-60 days 5% of ordered quantity ----> 61-90 days 25% of ordered quantity ---> 91-120 days 25% of ordered quantity -->121-150 days 20% of ordered quantity -->151-180 days 20% of ordered quantity -->181-210 days	5% of ordered quantity ----> 0-90 days 5% of ordered quantity ----> 91-120 days 25% of ordered quantity --->121-205 days 25% of ordered quantity --> 206-270 days 20% of ordered quantity --> 271-315 days 20% of ordered quantity --> 316-360 days The one of the reasons that Bare bone eco system is not ready for the technology partners. So, we request UPLC to accommodate the following changes in the delivery schedule:	As per the RFP
111	III	3.9.	33		<i>Request UPLC to include the following clause in the tender</i>	GoUP has already

S No.	Section No.	Clause No.	Pg No	Actual Clause as in the RFP	Clarification Sought	Responses
					The storage space will be available at Tehsils which would be provided to the bidder at least 15 no. of days prior to the scheduled delivery date.	issued directions in this regard to the concerned departments/ authorities.
112	IV	4.2.1.	40	Target Notice shall be issued 15 days prior to the schedule of supply of Laptops. Penalty INR 1,00,000 every 1 week of delay in issue of notice on a weekly incremental basis of INR 1,00,000 subject to a maximum of INR 5,00,000 per lot.	<i>The bidder requests the clause to be modified as follows:</i> Target: Notice shall be issued 5 days prior to the schedule of supply of Laptops. Penalty: INR 10,000 every 1 week of delay in issue of notice on a weekly incremental basis of INR 10,000 subject to a maximum of INR 50,000 per lot.	As per the RFP
113	IV	4.2.2.	41	A Penalty of 1% for first two weeks, 2% per week for every subsequent week subject to a maximum of 10% of the undelivered quantity.	<i>The bidder requests the clause to be modified as follows:</i> A Penalty of 0.5% per week subject to a maximum of 5% of the undelivered quantity.	As per the RFP
114	V	5.14.	52	a. Bidders shall submit, along with their Bids, Bid security or Earnest Money Deposit (EMD)	<i>The bidder requests the customer to include the clause as follows:</i> a. Bidders shall submit, along with their Bids, Bid security or Earnest Money	As per the RFP

S No.	Section No.	Clause No.	Pg No	Actual Clause as in the RFP	Clarification Sought	Responses
				of INR 48,50,00,000/- (Rupees Forty Eight Crores and Fifty Lacs only), in the form of a Demand Draft/Banker Cheque drawn on a Scheduled Bank, in favour of "U.P. Electronics Corporation Limited" payable at Lucknow. EMD in any other form will not be entertained.	Deposit (EMD) of INR 1,00,00,000/- (Rupees One Crore only), in the form of a Bank Guarantee/Demand Draft/Banker Cheque drawn on a Scheduled Bank, in favour of "U.P. Electronics Corporation Limited" payable at Lucknow. EMD in any other form will not be entertained.	
115	V	5.15.	52	<p>Bid Validity Period</p> <p>a. The proposals shall be valid for a period of Six (6) calendar months from the date of submission of Bids. A proposal valid for a shorter period may be rejected as non-responsive. On completion of the validity period, unless the Bidder withdraws his proposal in writing, it will be deemed to be valid until such time that the Bidder formally (in writing) withdraws his proposal.</p> <p>b. In exceptional circumstances, at its</p>	<p><i>Request the clause to be modified as follows:</i></p> <p>a. The proposals shall be valid for a period of <i>Three (3)</i> calendar months from the date of submission of Bids. A proposal valid for a shorter period may be rejected as non-responsive. On completion of the validity period, unless the Bidder withdraws his proposal in writing, it will be deemed to be valid until such time that the Bidder formally (in writing) withdraws his proposal.</p> <p>b. In exceptional circumstances, at its discretion, UPLC may solicit the Bidder's consent for an extension of the validity period. The request and the responses thereto shall be made in writing (or by fax or email).</p>	As per the RFP

S No.	Section No.	Clause No.	Pg No	Actual Clause as in the RFP	Clarification Sought	Responses
				discretion, UPLC may solicit the Bidder's consent for an extension of the validity period. The request and the responses thereto shall be made in writing (or by fax or email).		
116	V	5.18.2.	54	5.18.2. Evaluation of Qualification Bid f. Conditional Bids will be rejected.	<i>The bidder requests the customer to include the clause as follows:</i> The bidder may submit the bid with deviations, exclusions and assumptions with all such deviations clearly listed down under one section.	As per the RFP
117	V	5.18.7.	55	Opening and Comparison of Financial Bids In case L1 offers to supply the complete order quantity and is assessed to have the adequate capacity to supply the complete order quantity as per the Delivery schedule by the Tender Evaluation Committee [TEC] then L1 shall be contracted to execute the complete supply order	We request you to change this clause into splitting as follows: "The UPLC reserves the right to accept or reject the tender in full or part. a) The UPLC reserves the right to split the quantity while awarding the contract. This is subject to L2 bidder or L3 or L4 bidder matching the price of L1 bidder. b) In case only L2 bidder matches the price of L1 bidder, the splitting of the order will be in the ration 60:40 (Approximately) between L1 and L2. c) In case both L2 and L3 bidders match the	As per the RFP

S No.	Section No.	Clause No.	Pg No	Actual Clause as in the RFP	Clarification Sought	Responses
					price of L1 bidder, the splitting will be in the ratio 50:30:20 (Approximately) between L1, L2 and L3. d) In case both L2 , L3 and L4 bidders match the price of L1 bidder, the splitting will be in the ratio 40:20:20:20 (Approximately) between L1, L2,L3 and L4."	
118	V	5.28.	60	iii. The Bidder qualifies the proposal with his own conditions.	Kindly allows the bidder to put the terms and conditions. These can be subsequently reviewed by UPLC and discussed with the bidder	As per the RFP
119	VI	6.24.	79	a. Payments will be released by the concerned DMs only on satisfactory acceptance of the deliverables for each Task as per the following schedule:	We request UPLC to setup a centralized payment at UPLC office in Lucknow where we submit all these certificates with invoices and the payment can be made for all the districts. Centralized payment model will be much helpful for us as well as UPLC in tracking the project.	As per the RFP
120	VI	6.24.	79	3. On completion of Warranty of 1 year from the Date of Final acceptance sign off. 5% of the Order value --> Payable against successful completion of the warranty for the period of one year from the	<i>Considering the significant amount of investments required from the bidder, we request UPLC to modify the clause as following:</i> 3. On submission of PBG towards Performance Security -- > 5% of the Order value is Payable to the bidder against submission of Performance	As per the RFP

S No.	Section No.	Clause No.	Pg No	Actual Clause as in the RFP	Clarification Sought	Responses
				date of Final Acceptance sign off as per section 3.12	Security of the value of 5% of the Total Contract Value.	
121	VIII	8.12.	127	<p>Please provide authorization and undertaking Certificate from Head of HR Department or the Company Secretary for number of technically qualified professionals employed by the Company on its rolls as per point no 15 of section II. Employee name: S. No: 1</p> <p>Date of Birth: Nationality: Contractual/Permanent Qualification: Designation: Languages Known: Experience (in Yrs):</p>	Request this clause to be modified as: Please provide authorization and undertaking Certificate from Head of HR Department or the Company Secretary for number of technically qualified professionals employed by the Company on its rolls as per point no 15 of section II. S. No., Employee name, Contractual/Permanent	As per the RFP
122	III	3.13.1 a.	36	The Selected Bidder is required to provide a comprehensive warranty for the Laptop including Battery and power adapter supplied for a period of 12 months.	<p>Battery and adaptor Warranty should be limited to manufacturing defects only.</p> <p>Over charge of Battery or burnt case due to defect in power input should be excluded from warranty.</p>	As per the RFP
123	III	3.13.2	36	Inventory of Spares The selected Bidder has to	Please Clarify what is the meaning of 2% inventory and where it is to be kept at bidder's	As per the RFP

S No.	Section No.	Clause No.	Pg No	Actual Clause as in the RFP	Clarification Sought	Responses
				maintain 2% inventory of spares to ensure that all critical spares/components apart from the inventory of new equipments for immediate replacement purposes to be available with the Service Centers in sufficient quantity. A list of critical spares/components considered essential should be enclosed by the Bidder in the Qualification Bid. The final list of spares comprising this 2% shall be finalized by UPLC and Bidder before award of contract.	stores or authorised centres. What items are to be maintained in inventory.	
124	III	3.13.4.	37	Help Desk/Call centre Setup a. The selected Bidder shall establish the call center at Lucknow within 1 month of the date of post delivery inspection at Tehsil level initially with 10 seats, to be increased as needed.	*Request to include the call centre functioning from anywhere in Uttar Pradesh. Please allow for standard working hours only as two hours extra will add to cost without providing any value add for services	As per the RFP

S No.	Section No.	Clause No.	Pg No	Actual Clause as in the RFP	Clarification Sought	Responses
				<p>b. The Bidder shall scale up the seats from 20-30 seats as per the need basis within 3 months of establishing the Help Desk.</p> <p>c. The Bidder shall establish the Help desk by facilitating its own personal Computers with IVR system and required monitoring and operation software.</p> <p>d. The Help Desk services shall operate 6 working days a week from 9 A.M. to 7 P.M. excluding Gazetted Holidays.</p> <p>e. The Monitoring and Operations Software shall be approved by UPLC.</p>		
125	III	3.13.3.	37	<p>Service Centre Setup</p> <p>The selected Bidders shall open or authorize a service centre in all 313 Tehsils as specified in the Annexure - 6 in Uttar Pradesh for the maintenance/comprehensive warranty of Laptops under this</p>	Request for converting it District level offices or on call support instead of setting up offices across state.	As per the RFP

S No.	Section No.	Clause No.	Pg No	Actual Clause as in the RFP	Clarification Sought	Responses
				RFP.		
126	IV	4.2.4	43	The Helpdesk shall resolve the problem on the first call./Percentage of First level resolution should be greater than 80%.	<p>With respect to the first Level resolution requirements of above 80%, we request UPLC to clarify the Calculation/measurement method to be deployed. Would this be manual process or online periodic call report basis?</p> <p>We also request that the first level resolution requirements should be reduced to 60% since traditionally there's a time lag involved in development the requisite known issue base, more applicable in a large user base in this bid</p>	<p>On Line call recording.</p> <p>Reduction in resolution rate May not be accepted.</p>
127	III	3.2	28	4: "Display-LED HD 14" with 1366x768 resolution or Higher.	Changes Suggested: Screen resolution be amended to <u>1024 x 768</u> as it will help OEM's to be price efficient . This change will not impact the performance or quality of laptops to the students. Most educational software's which are flash based & are a legacy anyways use 1024 x 768 by default, thus there is no compromise to the students in terms of product.	No change
128	III	3.2	28	12: Tender Specs " Wireless-802.11 q/b/g"	Changes Suggested: Wireless Module be amended to 802.11 b/g/n instead of 'Q' in wireless module.	No change
129	III	3.13.4a	37	The selected Bidder shall establish the call center at	We request you to change the clause as following:	As per the

S No.	Section No.	Clause No.	Pg No	Actual Clause as in the RFP	Clarification Sought	Responses
				Lucknow within 1 month of the date of post delivery inspection at Tehsil level initially with 10 seats, to be increased as needed.	Considering that the scope of this engagement within the state of UP we request that bidder is allowed to set up call centre anywhere within state of UP where skilled resources are available to cater to RFP call centre requirements. This can be finalised in consent with UPLC. Planned capacity for 10 seats is 7500 transaction handling, and additional capacity should be in the same ratio.	RFP
130	IV	4.2.4	43	First Level Resolution Percentage of First level resolution should be greater than 80%.	We request you to change the clause as following: Service Level % Clause should read first level "Help Desk" service level should be greater than 80%. That means > 80% of customers should be answered within first 60 secs of their arrival in queue. Service Level would hold until the call volume is upto 110% of planned transaction handling capacity at Help Desk.	As per the RFP
131	IV	4.2.4	43	Email response or call Response from a web form submission	INR 1,000 per "fresh" Email or online form not replied to within 4 hours of receipt on any working day. Email or online form received after 4.00 PM on any working day shall have to be replied on the next working day by 10.00 AM.	As per the RFP

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					Email or online form received on any non-working day shall have to be replied on the next working day on best effort basis.	
132	IV	4.2.5	43	Speed to answer.	We request you to change the clause as following: INR 25,000 per month in case the ASA exceeds 60 seconds, if the transaction volume is within 110% of planned capacity.	As per the RFP
133	IV	4.2.6	43	Abandoned Calls after ASA service levels.	We request you to change the clause as following: INR 25,000 per month in case the abandoned calls exceed 5% after ASA, if the transaction volume is within 110% of planned capacity.	As per the RFP
134	III	3.6	31	3.6 Pre Dispatch inspection The selected Bidder should conduct 100% pre-dispatch Quality inspection on Laptops from his side and certify the same. Inspection and Quality Control tests, prior to shipment of Goods, by Vendor should be in accordance with quality control formats including functional testing, burn-in tests	Is Mains Fluctuation test expected to be done for 100% qty or is it a qualification test to be done on sample basis (also what sample size) / per lot? Mains Fluctuation test is not usually done on 100% basis.	As per the RFP

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				and mains fluctuation test at full load, facilities etc., as per the standards/specifications and shall be done at factory site of the Vendor before offering the goods for Pre-dispatch Inspection (PDI)		
135	Annexure	8	182	ISO 14896:2001 – compliance	This is about Plastics - Polyurethane raw materials - Determination of isocyanate content. Kindly clarify how it is relevant here.	As per the RFP
136	Annexure	8	182	Samples were drawn as per the relevant standard & All tests (acceptance test) as per relevant standards were covered –	Acceptance test: What is the standard test being referred to (or set of tests) ?	As per the RFP
137	III	3.2	28	18 Operation Temperature 0-55 Degree Centigrade	Kindly clarify the test conditions on 0 degree as well as 55 degree centigrade Kindly change the Operation Temperature to 0-45 Degree Centigrade as this is the industry standard.	No change
138	III	3.2	28	14 Operating System Preloaded Dual Boot - (with Recovery Disk)- Primary Boot Windows 7 Starter edition or higher with Windows	In specifications, the OS is now asking for Hindi and Urdu Unicode font with keyboard interface for typing in word processor. Does it mean that the laptop keyboard should also have the hindi	No change

S No.	Section No.	Clause No.	Pg No	Actual Clause as in the RFP	Clarification Sought	Responses
				Security Essential Anti Virus, Hindi and Urdu Unicode font with keyboard interface for typing in word processor, Spread sheet and presentation purpose. Secondary Boot – Ubuntu Linux.	/Urdu symbols on it?	
139	III	3.2	28	3.2 Technical Specifications	The bidder should be allowed to use multiple make/model/part numbers of the sub components used in the laptop and ETDC report should also be limited upto the laptop specs level only.	No change
140	III	3.4	30	3.4. Sample Laptop Presentation The Bidders are required to submit sample Laptop along with the RFP at the time of submission of Bids. The performance of the sample Laptop may be evaluated by the TTEC to see if it conforms to the Test Report submitted by the Bidder. Two Models of Laptops may be offered under the RFP, but the price bid shall be only one.	Please change the word from "Two" to "Multiple" laptop models at same price. Do 2 laptop means two specs can we submit multiple id against one technology as on only 2 laptop the chances of meeting the supply time line will not be possible and in case of some force majeure situation with odm the supply will get impacted	As per the RFP

S No.	Section No.	Clause No.	Pg No	Actual Clause as in the RFP	Clarification Sought	Responses
141	III	3.3	30	a. It is the sole responsibility of the Bidders to submit the samples and get the testing of the Laptops completed and furnish the test report along with the Qualification Bid. b. The Laptop computer model passed in the sample testing will only be allowed for supply if the Bidder becomes successful in the RFP.	Kindly allow the bidders to submit the samples without ETDC test certificate or with applied for testing status.	As per the RFP
142	III	3.6	32	3.6 UPLC may nominate its own officers or Technical officers to visit the manufacturing plant of the selected Bidder, the cost of the visit shall be borne by the Bidder. This would be in addition to the third party inspection.	UPLC may nominate its own officers or Technical officers to visit the manufacturing plant of the selected Bidder, the cost of the visit shall be borne by Bidder UPLC. This would be in addition to the third party inspection.	As per the RFP
143	III	3.6	31	3.6 A Third Party Agency (TPA) appointed by UPLC shall perform the inspection of the Laptops in accordance with the Indian Standard IS10673-1983(Reaffirmed	A Third Party Agency (TPA) appointed by UPLC shall perform the inspection of the Laptops in accordance with the Indian Standard IS10673-1983(Reaffirmed 2001) sampling plans & procedures and the tests adopted by the Testing Agency. The Laptops shall be deemed accepted	As per the RFP

S No.	Section No.	Clause No.	Pg No	Actual Clause as in the RFP	Clarification Sought	Responses
				2001) sampling plans & procedures and the tests adopted by the Testing Agency.	by TPA for the purpose of moving the lot of Laptops to the distribution point in case TPA fails to conduct the test within seven days or after conducting the test, fails to provide the results within seven days.	
144	III	3.8	33	3.8 The selected Bidder shall be responsible for acquiring comprehensive insurance including transit insurance, liability insurance and any other insurance for the Laptop, data, software etc. till the delivery & acceptance by the respective SDM/Tehsildar or officer designated by concerned District Magistrate in each Tehsil.	The selected Bidder shall be responsible for acquiring comprehensive insurance including transit insurance, liability insurance and any other insurance for the Laptop data, software etc. till the delivery & acceptance by the respective SDM/Tehsildar or officer designated by concerned District Magistrate in each Tehsil.	As per the RFP
145	III	3.8	33	3.8 The Laptops supplied under the Agreement shall be covered with comprehensive insurance by the selected bidder till the delivery and acceptance by the respective institutions. The Insurance Certificate shall form a part of final acceptance sign off	We request that the clause be deleted as it is contrary to the clauses referred above. Selected Bidder's responsibility is to deliver the Goods to SDM in a Tehsil. Upon delivery, risk passes to UPLC.	As per the RFP

S No.	Section No.	Clause No.	Pg No	Actual Clause as in the RFP	Clarification Sought	Responses
				document.		
146	III	3.11	34	3.11 The selected Bidder shall provide Training to at least 1 or possibly 2 Teachers of each school as specified by UPLC. The Training shall be conducted in a batch of 10-15 Teachers at a designated School/College premise. The training shall be imparted in detail on conceptual aspects of the usage of Laptops. All the training material shall be approved by UPLC and provided by the Bidder. The selected Bidder shall conduct a basic demonstration to student beneficiaries of each and every school. The demonstration shall be done in classroom environment depending on the beneficiary strength at the respective Institution.	Duration of training is not specified. Kindly arrange to provide the same. Kindly provide the details of no. of schools in each tehsil. We are assuming that the bidder is not responsible to arrange for food/snacks/tea during the training. We are assuming that the bidder is not responsible to provide TA/DA for all the teachers from the government schools. We are assuming that the following will be provided by the customer at the training centre: Projector, white board and power backup.	<p>a) The training shall be for one day as specified in the RFP</p> <p>b) Details of schools shall be shared before the signing of the Agreement</p> <p>c) The provision of snacks/tea or TA/DA of teachers (if applicable) is not under the scope of work for the Bidder.</p> <p>d) UPLC/GoUP</p>

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						shall arrange only for Power Backup.
147	III	3.12	35	3.12 Final Acceptance Sign off The selected Bidder shall get a final sign off receipt preferably within 3 days on successful completion of Demonstration and Training to students and Teachers. The selected Bidder shall give Tehsil wise invoice to the SDM/Officer designated by concerned DM. The invoice shall be enclosed with the list of serial numbers of the Laptops supplied for a particular Tehsil. The damaged/defective Laptop, if any shall be taken back by the Selected Bidder representative and strike out the corresponding serial number of the damaged/defective laptops in the serial number list enclosed with invoice. The selected Bidder shall obtain	Final Acceptance Sign off The selected Bidder shall get a final sign off receipt preferably within 3 days on successful completion of Demonstration and Training to students and Teachers. The selected Bidder shall give Tehsil wise invoice to the SDM/Officer designated by concerned DM. The invoice shall be enclosed with the list of serial numbers of the Laptops supplied for a particular Tehsil. The damaged/defective Laptop, if any shall be taken back by the Selected Bidder representative and strike out the corresponding serial number of the damaged/defective laptops in the serial number list enclosed with invoice. The selected Bidder shall obtain signature & seal of the SDM/Officer designated by concerned DM on the invoice. Invoices shall be deemed to be accepted by SDM / officer in case the selected Bidder submits the invoice along with proper documentation to SDM / officer but SDM / officer fails to sign and seal on the invoices within 2 days of selected Bidder submitting such	As per the RFP

S No.	Section No.	Clause No.	Pg No	Actual Clause as in the RFP	Clarification Sought	Responses
				signature & seal of the SDM/Officer designated by concerned DM on the invoice.	invoices.	
148	III	3.12	35	<p>The selected Bidder shall include a Final Acceptance checklist along with the following Documents signed by the concerned authorities.</p> <p>i. Invoice</p> <p>ii. Delivery Challan acknowledging the Delivery at Tehsil</p> <p>iii. Quality Certificate by OEM.</p> <p>iv. Pre-Dispatch certificate issued by TPA</p> <p>v. Insurance Certificate</p> <p>vi. Service Centre operational Certificate</p> <p>vii. Post delivery Inspection Certificate at Tehsil level</p> <p>viii. Certification of successful completion of Training</p> <p>ix. Certification of successful completion of Demonstration</p> <p>The date on which such Receipt is signed shall be deemed to be the date of</p>	<p>The selected Bidder shall include a Final Acceptance checklist along with the following Documents signed by the concerned authorities.</p> <p>i. Invoice</p> <p>ii. Delivery Challan acknowledging the Delivery at Tehsil</p> <p>iii. Quality Certificate by OEM.</p> <p>iv. Pre-Dispatch certificate issued by TPA</p> <p>v. Insurance Certificate</p> <p>vi. Service Centre operational Certificate</p> <p>vii. Post delivery Inspection Certificate at Tehsil level</p> <p>viii. Certification of successful completion of Training</p> <p>ix. Certification of successful completion of Demonstration</p> <p>The date on which such Receipt is signed shall be deemed to be the date of acceptance and commissioning of the system and the warranty of the Laptop starts from that date.</p>	As per the RFP

S No.	Section No.	Clause No.	Pg No	Actual Clause as in the RFP	Clarification Sought	Responses
				acceptance and commissioning of the system and the warranty of the Laptop starts from that date.		
149	III	3.13.1	36	3.13.1 d. In addition to warranty as mentioned in above clause, the Bidder shall during the warranty period replace the parts, if any, and remove any manufacturing defect, if found during the above said period, so as to make the Laptop fully operative. The Bidder shall also replace parts of Laptop or the entire Laptop, in case it is found to be malfunctioning and defective, and that the Laptop cannot be put to operation otherwise.	3.13.1 d. In addition to warranty as mentioned in above clause, the Bidder shall during the warranty period replace the parts, if any, and remove any manufacturing defect, if found during the above said period, so as to make the Laptop fully operative. The Bidder shall also replace parts of Laptop or the entire Laptop, in case it is found to be malfunctioning and defective, and that the Laptop cannot be put to operation otherwise. General exclusions for Laptops provided by the selected Bidder will be applicable from the start of warranty period. GENERAL EXCLUSIONS: The Maintenance Services expressly exclude the following:a) following consumables/accessories/item types etc. • Key board, Mouse, Touch Pads, Battery, Adapters, Speakers, Carry Bags etc. • Cables/Power Cord, Hinges, LCD Panels, LCD dots as defined in OEM policy etc.b) failure or fluctuation of electric power, air conditioning, other power related	As per the RFP

S No.	Section No.	Clause No.	Pg No	Actual Clause as in the RFP	Clarification Sought	Responses
					<p>issues, network and connections issues, humidity control or other environmental conditions; c) accident, transportation, neglect, misuse, or default of the Stakeholders, its employees or agents or any third party; d) any fault in any attachments or associated Laptops (whether or not supplied by selected Bidder) which do not form part of the Laptops; e) act of God, fire, flood, war, act of violence, or any other similar occurrence;f) any attempt by any person other than selected Bidder's personnel to adjust, repair or maintain the Laptops;g) any acts or omission on the part of the Stakeholders which are contrary to recommendations in the user manual or documentation accompanying the Laptops; or the use of Laptops in environment other than those recommended in user manual or documentation; h) defects caused by use of consumables or attachments which were not supplied or recommended or approved by the selected Bidder;i) recovery or reconstruction of any data or programs lost or spoiled as a result of any breakdown of or fault in the Laptops regular backups of data to be maintained by the stakeholders;k) provisions of isolation of coding errors, performance consulting, the provision of peripheral drivers, or data recovery ; n) changes to be made in the</p>	

S No.	Section No.	Clause No.	Pg No	Actual Clause as in the RFP	Clarification Sought	Responses
					configuration of the Laptops;o) mishandling of the Laptops and Operating System issues Selected Bidder shall not be liable any time to honour this Agreement, if it is found that the UPLC does not house the Laptops in proper environmental conditions specified and recommended by selected Bidder/OEM for effective functioning of the Laptops.Selected Bidder shall not provide support for the Laptops to which unauthorized modifications have been made, or if UPLC does not allow selected Bidder to make selected Bidder-requested or OEM-directed changes.	
150	IV	4.4	44	4.4. Penalties a. The total Penalty in the year shall not exceed 5% of the total value of the Order.	4.4. Penalties Notwithstanding anything to the contrary contained in the Agreement, total penalty incurred during the term of the Agreement shall not exceed 5% of the total value of the order.	As per the RFP
151	IV	4.4	44	4.4. Penalties b. Default beyond 5% of the total value of the order, on account of any reason whatsoever, will be deemed to be an event of default and termination.	4.4. Penalties b. Default beyond 5% of the total value of the order, on account of any reason whatsoever (except in case of Force Majeure events and default / delay attributable to UPLC), will be deemed to be an event of default and termination.	As per the RFP

S No.	Section No.	Clause No.	Pg No	Actual Clause as in the RFP	Clarification Sought	Responses
152	IV	4.5	44	4.5. Liquidated Damages a. Subject to clause for Force Majeure, if the Selected Bidder fails to complete the Supply and Commissioning of Laptops within 210 days or if Bidder repudiates the Agreement before completion of the work, UPLC at its discretion may without prejudice to any other right or remedy available to UPLC under the Agreement recover a maximum of 10% (Ten percent) of the total value of the order from the Bidder as Liquidated Damages (LD).	4.5. Liquidated Damages a. Subject to clause for Force Majeure, if the Selected Bidder fails to complete the Supply and Commissioning of Laptops within 210 days or if Bidder repudiates the Agreement before completion of the work (not due to any default of UPLC), UPLC may forfeit the Performance Bank Guarantee.	As per the RFP
153	IV	4.5	45	4.5 b. UPLC will be free to procure the remaining Laptops from alternate sources at the cost and risk of the defaulting Vendor, by forfeiting the EMD/Security Deposit of the Bidder. In addition, UPLC will impose a cancellation charge of 5% of the value of undelivered Laptops, which shall be recovered from the	4.5 b. UPLC will be free to procure the remaining Laptops from alternate sources provided UPLC has served thirty (30) days written notice to the selected Bidder to cure the default and the selected Bidder is not able to cure the default within the notice period and in such an event the selected Bidder shall be required to bear only the Excess Cost for procurement of Laptops. The Term "Excess Cost" as referred herein shall mean cost at which alternative sources shall be providing the	As per the RFP

S No.	Section No.	Clause No.	Pg No	Actual Clause as in the RFP	Clarification Sought	Responses
				pending bills or EMD/Security Deposit or by raising claims.	Laptops of equivalent specification to UPLC under this Project minus the cost on which the selected Bidder agreed to provide the undelivered Laptops under this Project. Provided further that the selected Bidder shall not be liable to Excess Cost in excess of (ten) 10 percent of the price of undelivered Laptops for which such option is exercised by UPLC. at the cost and risk of the defaulting Vendor, by forfeiting the EMD/Security Deposit of the Bidder. In addition, UPLC will impose a cancellation charge of 5% of the value of undelivered Laptops, which shall be recovered from the pending bills or EMD/Security Deposit or by raising claims.	
154	IV	4.5	45	45. c. The selected Bidder shall in addition to other remedies available to UPLC/GoUP be liable to pay a sum of INR 10,00,000 (Rupees Ten Lacs only) for every occasion as Liquidated Damages if found that the Bidder is misusing the Uttar Pradesh Government Logo for any purpose other than for the Supply of Laptops under this	45. c. The selected Bidder shall in addition to other remedies available to UPLC/GoUP be liable to pay a sum of INR 10,00,000 (Rupees Ten One Lac only) for every occasion as Liquidated Damages if found that the Bidder is misusing the Uttar Pradesh Government Logo for any purpose other than for the Supply of Laptops under this scheme or using it for Bidder"s benefit without express written permission of UPLC or GoUP.	As per the RFP

S No.	Section No.	Clause No.	Pg No	Actual Clause as in the RFP	Clarification Sought	Responses
				scheme or using it for Bidder"s benefit without express written permission of UPLC or GoUP.		
155	V	5.11	51	5.11. b. The prices, once offered, must remain fixed and must not be subject to any escalation for any reason whatsoever within the period of Project. A proposal submitted with an adjustable price quotation or conditional proposal may be rejected as non-responsive.	5.11. b. The prices, once offered, must remain fixed but and must not be subject to escalation for reasons attributable to change in taxes or introduction of new taxes whatsoever within the period of Project. A proposal submitted with an adjustable price quotation or conditional proposal may be rejected as non-responsive.	As per the RFP
156	V	5.14	52	5.14. Bid Security (Earnest Money Deposit) a. Bidders shall submit, along with their Bids, Bid security or Earnest Money Deposit (EMD) of INR 48,50,00,000/- (Rupees Forty Eight Crores and Fifty Lacs only), in the form of a Demand Draft/Banker's Cheque drawn on a Scheduled Bank, in favour of "U.P. Electronics Corporation	5.14. Bid Security (Earnest Money Deposit) a. Notwithstanding anything to the contrary contained in the Agreement, Bidders shall submit, along with their Bids, Bid security or Earnest Money Deposit (EMD) of INR 48 1,00,00,000/- (Rupees One Crore Forty Eight Crores and Fifty Lacs only), in the form of a Demand Draft/Banker's Cheque drawn on a Scheduled Bank, in favour of "U.P. Electronics Corporation Limited" payable at Lucknow or Bank Guarantee of Schedule Bank in favour of "U.P. Electronics Corporation Limited" valid for a	As per the RFP

S No.	Section No.	Clause No.	Pg No	Actual Clause as in the RFP	Clarification Sought	Responses
				Limited" payable at Lucknow or Bank Guarantee of Schedule Bank in favour of "U.P. Electronics Corporation Limited" valid for a period of one year. EMD in any other form will not be entertained.	period of one year. EMD in any other form will not be entertained.	
157	V	5.22	57	5.22 a. UPLC/GoUP reserves the right to vary the quantity to be ordered by 20% of the Original Quantity.	5.22 a. UPLC/GoUP reserves the right to increase vary the quantity to be ordered by 20% of the Original Quantity.	As per the RFP
158	V	5.26	59	5.26 c. This Performance Guarantee shall be for an amount equivalent to 5% of Agreement value. All incidental charges whatsoever such as premium, commission etc. with respect to the Performance Guarantee shall be borne by the Bidder. The Performance Guarantee shall be valid for six months post completion of the Service period, i.e., 18 months after final acceptance sign off as per section 3.12. Subject to the terms and conditions in the	5.26 c. This Performance Guarantee shall be for an amount equivalent to 5% of Agreement value. All incidental charges whatsoever such as premium, commission etc. with respect to the Performance Guarantee shall be borne by the Bidder. The Performance Guarantee shall be valid for two six months post completion of the Service period, i.e., 128 months after final acceptance sign off as per section 3.12. Subject to the terms and conditions in the performance Bank Guarantee, at the end of 128 months after the final acceptance sign off ,the Performance Bank Guarantee may be discharged/ returned by UPLC/GoUP upon being satisfied that there has been due performance of obligations of the	As per the RFP

S No.	Section No.	Clause No.	Pg No	Actual Clause as in the RFP	Clarification Sought	Responses
				performance Bank Guarantee, at the end of 18 months after the final acceptance sign off ,the Performance Bank Guarantee may be discharged/ returned by UPLC/GoUP upon being satisfied that there has been due performance of obligations of the Bidder under the Agreement. However, no interest shall be payable on Performance Guarantee.	Bidder under the Agreement. However, no interest shall be payable on Performance Guarantee.	
159	VI	6.4	68	ix. The Vendor shall provide a warranty for a period of 12 months from the date of supply & commissioning as per the delivery schedule of the Agreement. The Vendor shall ensure defect free operation and shall repair/replace any such hardware components and reinstall software/ operating system during the entire warranty period. No additional costs shall be paid separately for the warranty other than the costs quoted by	ix. The Vendor shall provide a warranty for a period of 12 months for each lot from the date of supply & commissioning as per the delivery schedule of the Agreement. The Vendor shall ensure defect free operation and shall repair/replace any such hardware components and reinstall software/ operating system during the entire warranty period. No additional costs shall be paid separately for the warranty other than the costs quoted by the Vendor and as specified in the Agreement.	As per the RFP

S No.	Section No.	Clause No.	Pg No	Actual Clause as in the RFP	Clarification Sought	Responses
				the Vendor and as specified in the Agreement.		
160	VI	6.4	68	6.4 a. c. Notwithstanding what has been stated elsewhere in this Agreement and the Schedules attached herein, in the event the Vendor is unable to meet the obligations pursuant to the implementation of the Project, Operations and Maintenance & Provision of warranty Services and any related scope of work as stated in this Agreement and the Schedules attached herein, UPLC shall have the option to invoke the Performance Guarantee after serving a written notice of 30 (Thirty) days on the Bidder.	Notwithstanding what has been stated elsewhere in this Agreement and the Schedules attached herein, in the event the Vendor is unable to meet the obligations pursuant to the implementation of the Project, Operations and Maintenance & Provision of warranty Services and any related scope of work as stated in this Agreement and the Schedules attached herein, UPLC shall have the option to invoke the Performance Guarantee after serving a written notice of 30 60(Sixty Thirty) days on the Bidder subject to a condition that if the Bidder is able to meet the obligations pursuant to the implementation of the Project, Operations and Maintenance & Provision of Services and any related scope of work within the notice period, then UPLC shall not exercise the option of invoking the Performance Guarantee.	As per the RFP
161	VI	6.8	71	6.8 d. iii. The Vendor shall reply to the written notice giving details of the measures he proposes to take to expedite the progress so as to complete the works by the	6.8 d. iii. The Vendor shall reply to the written notice giving details of the measures he proposes to take to expedite the progress so as to complete the works by the prescribed time. Notwithstanding anything to the contrary contained in the Agreement, the Vendor shall	As per the RFP

S No.	Section No.	Clause No.	Pg No	Actual Clause as in the RFP	Clarification Sought	Responses
				prescribed time. The Vendor shall not be entitled to any additional payment for taking such steps.	not be entitled to any additional payment for taking such steps except in case the delay is on account of default / breach / suspension of work by the Stakeholders.	
162	VI	6.8	71	6.8 d. iv. In case during the supply, commissioning, training and demonstration the progress falls behind schedule or does not meet the desired requirements, the Vendor shall deploy extra manpower, resources, infrastructure to make up the progress or to meet the requirements. All time and cost effect in this respect shall be borne by the Vendor.	6.8 d. iv. In case during the supply, commissioning, training and demonstration the progress falls behind schedule or does not meet the desired requirements, the Vendor shall deploy extra manpower, resources, infrastructure to make up the progress or to meet the requirements. All time and cost effect in this respect shall be borne by the Vendor except in case the delay is on account of default / breach / suspension of work by the Stakeholders.	As per the RFP
163	VI	6.8	71	6.8 e. iii. Vendor shall be deemed to have satisfied himself as to the correctness and sufficiency of the Agreement Price for the supply of goods and services. The consideration provided in the Agreement for the Vendor undertaking the supply of	6.8 e. iii. Vendor shall be deemed to have satisfied himself as to the correctness and sufficiency of the Agreement Price for the supply of goods and services. The consideration provided in the Agreement for the Vendor undertaking the supply of goods and services shall cover all the Vendor's obligation and all matters and things necessary for proper execution and maintenance of the supply of	As per the RFP

S No.	Section No.	Clause No.	Pg No	Actual Clause as in the RFP	Clarification Sought	Responses
				goods and services shall cover all the Vendor obligation and all matters and things necessary for proper execution and maintenance of the supply of goods and services in accordance with the Agreement and for complying with any instructions which UPLC"s/GoUP representative may issue in accordance with the connection therewith and of any proper and reasonable measures which the Vendor takes in the absence of specific instructions from UPLC"s representative.	goods and services in accordance with the Agreement and for complying with any instructions which UPLC"s/GoUP representative may issue in accordance with the connection therewith and of any proper and reasonable measures which the Vendor takes in the absence of specific instructions from UPLC"s representative. However, Vendor shall be entitled to additional consideration in case the delay is on account of the Stakeholders.	
164	VI	6.13	74	6.13. b. Changes in the Applicable Law Related to Taxes and Duties If, after the date of this Agreement, there is any change in the Applicable Laws of India with respect to taxes and duties, whether direct or indirect, which are directly payable by the Vendor, which	6.13. b. Changes in the Applicable Law Related to Taxes and Duties If, after the date of this Agreement, there is any change in the Applicable Laws of India with respect to taxes and duties, whether direct or indirect, which are directly payable by the Vendor, which increases or decreases the cost incurred by the Vendor in supplying the goods and performing the warranty Services, then the	As per the RFP

S No.	Section No.	Clause No.	Pg No	Actual Clause as in the RFP	Clarification Sought	Responses
				increases or decreases the cost incurred by the Vendor in supplying the goods and performing the warranty Services, then the same shall be to the account of the Vendor.	same shall be to the account of the UPLC.	
165	VI	6.14	75	6.14. f. use the Assets exclusively for the purpose of providing the Services as appropriate; andg. not sell, offer for sale, assign, mortgage, encumbrance, pledge, sub-let or lend out any of the Assets; andi. maintain standard forms of comprehensive insurance including liability insurance, system and facility insurance and any other insurance for the Assets, data, software, etc. in the joint names of UPLC and the Vendor , where UPLC, shall be designated as the „loss payee in such insurance policies.; and	6.14. f. use the Assets exclusively for the purpose of providing the Services as appropriate; andg. not sell, offer for sale, assign, mortgage, encumbrance, pledge, sub-let or lend out any of the Assets; andi. maintain standard forms of comprehensive insurance including liability insurance, system and facility insurance and any other insurance for the Assets, data, software, etc. in the joint names of UPLC and the Vendor , where UPLC, shall be designated as the „loss payee” in such insurance policies.; and	As per the RFP

S No.	Section No.	Clause No.	Pg No	Actual Clause as in the RFP	Clarification Sought	Responses
166	VI	6.15	75	6.15. Ownership of Equipment UPLC/GoUP shall own the Laptops and accessories supplied by the Vendor in connection with this Agreement.	6.15. Ownership of Equipment UPLC/GoUP shall own the Laptops and accessories supplied by the Vendor in connection with this Agreement. Ownership will pass to UPLC once all payments are received by the selected Bidder.	As per the RFP
167	VI	6.17	76	6.17. Indemnity a. The Vendor shall execute and furnish to UPLC a Deed of Indemnity in favour of "UPLC" in a form and manner acceptable to UPLC/GoUP, indemnifying UPLC and GoUP from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind howsoever suffered, arising or incurred inter alia during and after the Agreement period out of: i. Any negligence or wrongful act or omission by the Vendor or the Vendor Team in connection with or incidental to this Agreement; or ii. A breach of any of the terms	6.17. Indemnity a. The Vendor shall execute and furnish to UPLC a Deed of Indemnity in favour of "UPLC" in a form and manner acceptable to UPLC/GoUP, indemnifying UPLC and GoUP from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind howsoever suffered, arising or incurred inter alia during and after the Agreement period out of: i. Any negligence or wrongful act or omission by the Vendor or the Vendor's Team in connection with or incidental to this Agreement; or ii. A breach of any of the terms of Vendor's Bid as agreed, the RFP and this Agreement by the Vendor or the Vendor. b. The indemnity shall be to the extent of 100% of the Agreement Value in favour of UPLC/GoUP.	As per the RFP

S No.	Section No.	Clause No.	Pg No	Actual Clause as in the RFP	Clarification Sought	Responses
				of Vendor's Bid as agreed, the RFP and this Agreement by the Vendor or the Vendor's Team. b. The indemnity shall be to the extent of 100% in favour of UPLC/GoUP.		
168	VI	6.20	77	6.20. Prices Prices quoted must be firm and shall not be subject to any upward revision on any account whatsoever throughout the period of Agreement for the scope of the Agreement.	6.20. Prices Prices quoted must be firm and shall not be subject to any upward revision on any account whatsoever except in case of change in applicable rates and taxes or in case of imposition of new tax throughout the period of Agreement for the scope of the Agreement.	As per the RFP
169	VI	6.21	77	6.21. Alteration/Variation The Vendor agrees that quantities given in the Bidding documents are minimum requirements and are in no way exhaustive and guaranteed by UPLC. It shall be the responsibility of the Vendor to meet all the requirements contained in the Bidding documents and any	6.21. Alteration/Variation The Vendor agrees that quantities given in the Bidding documents are minimum requirements and are in no way exhaustive. and guaranteed by UPLC. It shall be the responsibility of the Vendor to meet all the requirements contained in the Bidding documents and but any upward/downward revisions in and of the quantities to the extent of 20 %(Ten Percent) shall be carried out on same terms and conditions as agreed hereunder. and without	As per the RFP

S No.	Section No.	Clause No.	Pg No	Actual Clause as in the RFP	Clarification Sought	Responses
				upward/downward revisions and of the quantities to the extent of 20 %(Ten Percent) shall be carried out without any time and cost effect to UPLC.	any time and cost effect to UPLC .	
170	VI	6.22	78	6.22. a. The Vendor shall, if ordered in writing by UPLC's representative, temporarily suspend the works or any part thereof for such a period and such a time as ordered. The Vendor shall not be entitled to claim compensation for any loss or damage sustained by him by reason of temporary suspension of the Works as aforesaid. An extension of time for completion corresponding with the delay caused by any such suspension of the works as aforesaid shall be granted to the Vendor, if request for same is made and that the suspension was not consequent to any default or failure on the part of the	6.22. a. Subject to clause 6.22 a., the Vendor shall, if ordered in writing by UPLC representative, temporarily suspend the works or any part thereof for such a period and such a time as ordered. The Vendor shall not be entitled to claim compensation for any loss or damage sustained by him by reason of temporary suspension of the Works as aforesaid. An extension of time for completion corresponding with the delay caused by any such suspension of the works as aforesaid shall be granted to the Vendor, if request for same is made and that the suspension was not consequent to any default or failure on the part of the Vendor. In case the suspension of works is not consequent to any default or failure on the part of the Vendor and lasts for a period of more than 2 months, the Vendor shall have the right option to request UPLC to terminate the Agreement. with mutual consent.	As per the RFP

S No.	Section No.	Clause No.	Pg No	Actual Clause as in the RFP	Clarification Sought	Responses
				Vendor. In case the suspension of works is not consequent to any default or failure on the part of the Vendor and lasts for a period of more than 2 months, the Vendor shall have the option to request UPLC to terminate the Agreement with mutual consent.		
171	VI	6.22	78	6.22. b. In the event that UPLC suspends the progress of work for any reason not attributable to the Vendor for a period in excess of 30 days in aggregate, rendering the Vendor to extend his performance guarantee then UPLC shall bear only the cost of extension of such bank guarantee for such extended period restricted to the normal bank rates as applicable in the international banking procedures subject to the Vendor producing the requisite evidence from the bank	6.22. b. In the event that UPLC suspends the progress of work for any reason not attributable to the Vendor for a period in excess of 30 days in aggregate, rendering the Vendor to extend his performance guarantee then UPLC shall bear only the cost of extension of such bank guarantee for such extended period restricted to the normal bank rates as applicable in the international banking procedures subject to the Vendor producing the requisite evidence from the bank concerned. Additionally, the Vendor shall be entitled to compensation on account of idleness of manpower, insurance cost, warehousing cost and any other direct and / or ancilliary cost which the Vendor may incur due to suspension of work by UPCL.	As per the RFP

S No.	Section No.	Clause No.	Pg No	Actual Clause as in the RFP	Clarification Sought	Responses
				concerned.		
172	VI	6.24	79	6.24 a. 1. On delivery of the Laptops at the locations specified by State Government: 90% of the Order value.	6.24 a. 1. On delivery of the Laptops at the locations specified by State Government: 95% of the Order value.	As per the RFP
173	VI	6.24	79	6.24. a. 2. On completion of Training and Demonstration to both the teachers and students at Tehsil/School level: 5% of the Order value	6.24. a. 2. On completion of Training and Demonstration to both the teachers and students at Tehsil/School level: 5% of the Order value and taking final sign-off.	As per the RFP
174	VI	6.24	79	6.24. a. 3.	We request that clause 6.24. a. 3. be deleted.	As per the RFP
175	VI	6.24	80	6.24. b. Additionally, all payments to be made to the Vendor shall be inclusive of all statutory levies, duties, taxes and other charges whenever levied/applicable (including Service Tax as applicable). Any increase in rates of all applicable direct or indirect taxes (central or state or local), rates, duties, charges and levies (central or state or	6.24. b. Additionally, all payments to be made to the Vendor shall be inclusive of all statutory levies, duties, taxes and other charges whenever levied/applicable (including Service Tax as applicable). Any increase in rates of all applicable direct or indirect taxes (central or state or local), rates, duties, charges and levies (central or state or local); including service tax will be to the account of UPLC Vendor. Any increase or decrease in the Service Tax will be to the account / benefit of UPLC Vendor, for the	As per the RFP

S No.	Section No.	Clause No.	Pg No	Actual Clause as in the RFP	Clarification Sought	Responses
				local); including service tax will be to the account of Vendor. Any increase or decrease in the Service Tax will be to the account of Vendor, for the services provided in this Agreement.	services provided in this Agreement.	
176	VI	6.26	81	6.26. a. i. Impose any such obligations and conditions and issue any clarifications as may be necessary to inter alia ensure smooth continuation of supply of goods and warranty Services and the Project which the Vendor shall be obliged to comply with which may include unilateral re-determination of the consideration payable to the Vendor hereunder. The Vendor shall in addition take all available steps to minimize loss resulting from such event of default.	6.26. a. i. Impose any such obligations and conditions and issue any clarifications as may be necessary to inter alia ensure smooth continuation of supply of goods and warranty Services and the Project which the Vendor shall be obliged to comply with which may include unilateral re-determination of the consideration payable to the Vendor as per mutually agreed terms between the Parties hereunder. The Vendor shall in addition take all available steps to minimize loss resulting from such event of default.	As per the RFP
177	VI	6.26	81	6.26. c. Where UPLC deems necessary it shall have the right to require replacement of	6.26. c. Where UPLC deems necessary it shall have the right to require replacement of any of the Vendor's service providers with another	As per the RFP

S No.	Section No.	Clause No.	Pg No	Actual Clause as in the RFP	Clarification Sought	Responses
				<p>any of the Vendor's service providers with another suitable member. The Vendor shall in such case terminate forthwith all their Agreements/Contracts other arrangements with such member and find of the suitable replacement for such outgoing member with another member to the satisfaction of UPLC/GoUP who shall execute such Contracts with UPLC as UPLC may require. Failure on the part of the Vendor to find a suitable replacement and/or terminate all Agreements/Contracts with such member shall amount to a breach of the terms hereof and UPLC in addition to all other rights, may procure similar services from other provider at the cost of Vendor and UPLC shall also have the right to claim damages and recover from the Vendor all losses/or other damages that may have resulted from such</p>	<p>suitable member. The Vendor shall in such case terminate forthwith all their Agreements/Contracts other arrangements with such member and find of the suitable replacement for such outgoing member with another member to the satisfaction of UPLC/GoUP who shall execute such Contracts with UPLC as UPLC may require. Failure on the part of the Vendor to find a suitable replacement and/or terminate all Agreements/Contracts with such member shall amount to a breach of the terms hereof and UPLC in addition to all other rights, may procure similar warranty services from other providers provided UPLC has served thirty (30) days written notice to the selected Bidder to cure the default and the selected Bidder is not able to cure the default within the notice period and in such an event the selected Bidder shall be required to bear only the Excess Cost for procurement of Laptops. The Term "Excess Cost" as referred herein shall mean cost at which alternative sources shall be providing similar warranty Services to UPLC under this Project minus the cost on which the selected Bidder agreed to provide warranty services under this Project. Provided further that the selected Bidder shall not be liable to Excess Cost in excess of (ten) 10 percent of the price of</p>	

S No.	Section No.	Clause No.	Pg No	Actual Clause as in the RFP	Clarification Sought	Responses
				failure.	similar warranty Services for which such option is exercised by UPLC. at the cost of Vendor and UPLC shall also have the right to claim damages and recover from the Vendor all losses/or other damages that may have resulted from such failure.	
178	VI	6.26	82	6.26. d. UPLC reserves the right to terminate the Agreement with 30 days notice.	We request that clause 6.26. d. be deleted.	As per the RFP
179	VI	6.27	82	6.27. Termination of the Agreement by Vendor. UPLC/GoUP retain such amounts from the payment due and payable by UPLC to the Vendor of overall Agreement value for 1 year as may be required to offset any losses caused to UPLC/GoUP as a result of such event of default and the Vendor shall compensate UPLC for any such loss, damages or other costs, incurred by UPLC/GoUP in this regard. Nothing herein shall affect the	6.27. Termination of the Agreement by VendorVendor has the right to terminate the Agreement in case UPLC commits a material breach of the terms of the Agreement and UPLC has not remedied the same within thirty (30) days after receipt of a notice from HCL. Material breach includes but not limited to delay in payment by UPLC as pre Schedule III Clause b, suspension of work for unreasonable period of time as per clause 6.22 of section 6 (General Conditions of Agreement) etc. a. UPLC/GoUP retain such amounts from the payment due and payable by UPLC to the Vendor of overall Agreement value for 1 year as may be required to offset any losses caused to UPLC/GoUP as a result of such event of default and the Vendor	As per the RFP

S No.	Section No.	Clause No.	Pg No	Actual Clause as in the RFP	Clarification Sought	Responses
				continued obligation of the other members of the consortium to perform all their obligations and responsibilities under this Agreement in an identical manner as were being performed before the occurrence of the default.b. Invoke the Performance Bank Guarantee and other Guarantees furnished hereunder, enforce the deed of indemnity, recover such other costs/losses and other amounts from the Vendor may have resulted from such default and pursue such other rights and/or remedies that may be available to UPLC under law.	shall compensate UPLC for any such loss, damages or other costs, incurred by UPLC/GoUP in this regard. Nothing herein shall affect the continued obligation of the other members of the consortium to perform all their obligations and responsibilities under this Agreement in an identical manner as were being performed before the occurrence of the default. b. Invoke the Performance Bank Guarantee and other Guarantees furnished hereunder, enforce the deed of indemnity, recover such other costs/losses and other amounts from the Vendor may have resulted from such default and pursue such other rights and/or remedies that may be available to UPLC under law.	
180	VI	6.28	83	6.28 a. ix. If UPLC, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.	We request that clause 6. 28. a. ix. be deleted.	As per the RFP
181	VI	6.28	83	6. 28. b. UPLC/GoUP reserves the right to terminate the	We request that clause 6. 28. b. be deleted.	As per the RFP

S No.	Section No.	Clause No.	Pg No	Actual Clause as in the RFP	Clarification Sought	Responses
				Agreement in case Vendor gets blacklisted by any other Ministry/Department of Government of India or State Governments during the course of Laptops supply and implementation or if Vendor is convicted in a legal/tax evasion case or on account of any other legal misconduct of the Vendor.		
182	VI	6.28	84	6. 28. h. i. If the Agreement is terminated pursuant to Section 6.28 (a) (viii, ix) or 6.28 (e), remuneration pursuant to Payment Schedule hereof for supply of goods and warranty Services satisfactorily performed prior to the effective date of termination,	6. 28. h. i. If the Agreement is terminated pursuant to Section 6.28 (a) (viii, ix) or 6.28 (e), remuneration pursuant to Payment Schedule hereof for supply of goods and warranty Services satisfactorily performed prior to the effective date of termination,	Query not clear
183	VI	6.28	84	6. 28. h. ii. If the Agreement is terminated pursuant to Section 6.28 (a) (i) to (vii), the Vendor shall not be entitled to receive any payments upon termination of the Agreement.	We request that clause 6. 28. h. ii. be deleted. The clause is not acceptable.	As per the RFP

S No.	Section No.	Clause No.	Pg No	Actual Clause as in the RFP	Clarification Sought	Responses
				Under such circumstances, upon termination, UPLC/GoUP may also impose liquidated damages as per the provisions of this Agreement. The Vendor will be required to pay any such liquidated damages UPLC/GoUP within 30 days of termination date.		
184	VI	6.31	85	6.31 Liquidated Damages	We request that clause 6. 31. be deleted as the Customer is already imposing Penalties for the same.	As per the RFP
185	VI	6.33	86	6.33 b. Arbitration i. Any dispute or difference whatsoever arising between the parties to the Agreement out of or relating to the construction, meaning, scope, operation or effect of the Agreement or validity of the breach thereof, which cannot be resolved through negotiation process, shall be referred to a sole Arbitrator to be mutually agreed by both the	b. Arbitration i. Any dispute or difference whatsoever arising between the parties to the Agreement out of or relating to the construction, meaning, scope, operation or effect of the Agreement or validity of the breach thereof, which cannot be resolved through negotiation process, shall be referred to a sole Arbitrator to be mutually agreed by both the parties. In the event of disagreement between the parties arbitration shall be done by three arbitrators, one to be nominated by UPLC, one to be nominated by the selected Bidder and the third arbitrator shall be nominated by the two	As per the RFP

S No.	Section No.	Clause No.	Pg No	Actual Clause as in the RFP	Clarification Sought	Responses
				parties. In the event of disagreement between the parties the sole Arbitrator shall be appointed by GoUP. The Provision of Arbitration and Conciliation Act 1996 shall apply. The Arbitration shall be held in Lucknow, India and the language shall be English only.	arbitrators nominated as above. The Provision of Arbitration and Conciliation Act 1996 shall apply. The Arbitration shall be held in Lucknow, India and the language shall be English only.	
186	VI	6.33	86	6.33 c. Adjudication by Regulator Authority or Commission In the event of constitution of a statutory Regulatory authority or Commission appointed by GoUP with powers to adjudicate upon disputes between UPLC and the Vendor, all Disputes arising after such constitution shall instead of reference to arbitration under Section 6.33 (b), be adjudicated upon by such Regulatory Authority or Commission in accordance with the Applicable Law and all	We request that clause 6.33 c. be deleted as we have a detailed Arbitration mechanism provided in clause 6.33. b.	As per the RFP

S No.	Section No.	Clause No.	Pg No	Actual Clause as in the RFP	Clarification Sought	Responses
				references to Dispute Resolution Procedure shall be construed accordingly.		
187	VI	6.34	87	6.34. Limitation of the Bidder's Liability towards UPLCa. Except in case of gross negligence or willful misconduct on the part of the Vendor or on the part of any person or firm acting on behalf of the Vendor in carrying out the work, the Vendor, with respect to damage caused by the Vendor to "sUPLC property, shall not be liable to UPLC:i. for any indirect or consequential loss or damage;ii. for any direct loss or damage that exceeds the total value of the Agreement or the proceeds the Vendor may be liable to receive from any insurance maintained by the Vendor to cover such a liability, whichever is higherb. This limitation of liability shall not affect the Vendor	6.34. Limitation of the Bidder's Liability towards UPLCVendor's liability for the points given below shall not exceed the total value of the Agreement or the proceeds the Vendor may be liable to receive from any insurance maintained by the Vendor to cover a liability, whichever is higher: a. In case, a claim arises upon UPLC due to gross negligence or willful misconduct on the part of the Vendor or on the part of any person or firm acting on behalf of the Vendor in carrying out the work.b. For any direct loss or damage due to act or omission of the Vendor in the Agreement.a. Except in case of gross negligence or willful misconduct on the part of the Vendor or on the part of any person or firm acting on behalf of the Vendor in carrying out the work, the Vendor, with respect to damage caused by the Vendor to UPLCproperty, shall not be liable to UPLC:i. for any indirect or consequential loss or damage;ii. for any direct loss or damage that exceeds the total value of the Agreement or the proceeds the Vendor may be liable to receive from any insurance maintained by the Vendor to cover such a	As per the RFP

S No.	Section No.	Clause No.	Pg No	Actual Clause as in the RFP	Clarification Sought	Responses
				liability, if any, for damage to Third Parties caused by the Vendor or any person or firm acting on behalf of the Vendor in carrying out the Services.	liability, whichever is higher. This limitation of liability shall not affect the Vendor's liability, if any, for damage to Third Parties caused by the Vendor or any person or firm acting on behalf of the Vendor in carrying out the Services.	
188	VI	6.39	90	6.39 c. In the event the Force Majeure substantially prevents, hinders or delays the Vendor's performance of Services necessary for the operation of UPLC's critical business functions for a period in excess of 15 days, UPLC may declare that an emergency exists. UPLC will issue a notice to the Vendor to resume normal services at all affected sites and for all operations within a period of seven days. In the event that the Vendor is not able to resume services within the next 7 days, UPLC may terminate the Agreement and/or obtain substitute performance from an alternate Vendor and costs incurred by	6.39 d. In the event the Force Majeure substantially prevents, hinders or delays the Vendor's performance of Services necessary for the operation of UPLC's critical business functions for a period in excess of 15 days, UPLC may declare that an emergency exists. UPLC will issue a notice to the Vendor to resume normal services at all affected sites and for all operations within a period of fifteen days. In the event that the Vendor is not able to resume services within the next 15 days, UPLC may terminate the Agreement, and obtain substitute performance from an alternate Vendor and costs incurred by UPLC in obtaining such services from alternate Vendor shall be recovered by UPLC from Vendor. However, the Event of force Majeure is to be reviewed under two categories i.e. prior to commencement of operations and post commencement of operations respectively.	As per the RFP

S No.	Section No.	Clause No.	Pg No	Actual Clause as in the RFP	Clarification Sought	Responses
				UPLC in obtaining such services from alternate Vendor shall be recovered by UPLC from Vendor. However, the event of force Majeure is to be reviewed under two categories i.e. prior to commencement of operations and post commencement of operations respectively.		
189	VI	6.39	90	6.39. c. i. Prior to commencement of operations: If the event of Force Majeure occurs prior to commencement of operations and continues for a period in excess of ten days, then UPLC will grant a period of 7 days to the Vendor to resume normal activities under this Agreement. In case the default continues, then UPLC may discuss the issue with the Vendor and revise the existing timelines for the Project. If the Vendor does not complete the Project Implementation in accordance with the revised	6.39. i. Prior to commencement of operations: If the event of Force Majeure occurs prior to commencement of operations and continues for a period in excess of forty five ten days, As soon as Force Majeure event ceases, UPLC will grant a period of 45 7 days to the Vendor to resume normal activities under this Agreement. In the event that the Vendor is not able to resume services within the notice period, then UPLC may discuss the issue with the Vendor and revise the existing timelines for the Project. If the Vendor does not complete the Project Implementation in accordance with the revised timelines, Parties will have the option to invoke the Performance Guarantee and/or terminate this Agreement and UPLC shall return the	As per the RFP

S No.	Section No.	Clause No.	Pg No	Actual Clause as in the RFP	Clarification Sought	Responses
				timelines, UPLC will have the option to invoke the Performance Guarantee and/or terminate this Agreement.	Performance Guarantee to the selected Bidder.	
190	VI	6.39	90	6.39. c ii. Post commencement of operations: If the event of Force Majeure occurs post commencement of operations and continues for a period in excess of five days, then UPLC will grant a period of 7 days to the Vendor to resume normal services under this Agreement. In case the default continues, UPLC may grant an extension of time to the Vendor for rectifying the situation. However, UPLC will deduct for each day of the extension period a percentage proportionate to the number of days and the affected areas/s from the next payable amount as per Payment Schedule. If there is any further delay despite the extended period,	6.39. ii. Post commencement of operations: If the event of Force Majeure occurs post commencement of operations and continues for a period in excess of forty five days, then As soon as Force Majeure event ceases, UPLC will grant a period of 45 7 days to the Vendor to resume normal services under this Agreement. In the event that the Vendor is not able to resume services within the notice period, then UPLC may discuss the issue with the Vendor and revise the existing timelines for the Project. If the Vendor does not complete the Project Implementation in accordance with the revised timelines, Parties have the option to terminate the Agreement and UPLC shall return the Performance Bank Guarantee to the selected Bidder. However, UPLC will deduct for each day of the extension period a percentage proportionate to the number of days and the affected areas/s from the next payable amount as per Payment Schedule. If there is any further delay despite the extended period, UPLC will	As per the RFP

S No.	Section No.	Clause No.	Pg No	Actual Clause as in the RFP	Clarification Sought	Responses
				UPLC will have the option to invoke the Performance Guarantee and/or terminate the Agreement.	have the option to invoke the Performance Guarantee and/or terminate the Agreement.	
191	VI	6.40	92	6.40.6. Jurisdiction of Courts The courts of India at Lucknow will have exclusive jurisdiction to determine any proceeding in relation to this Agreement.	6.40.6. Jurisdiction of Courts The courts of India at Lucknow will have exclusive jurisdiction to determine any proceeding in relation to this Agreement.	As per the RFP
192	VII	7.1	96	7.1. c. Personnel assigned by Vendor to perform the Services shall be employees of Vendor, and under no circumstances shall such personnel be considered employees of UPLC/GoUP.	7.1. c. Personnel assigned by Vendor to perform the Services shall be employees / agents of the Vendor and / or employees of the subAgreementor(s) , and under no circumstances shall such personnel be considered employees of UPLC/GoUP.	As per the RFP
193	IX	9.1	138	9.1 Format 1 - Commercial Bid letter We have studied the clause relating to Indian Income Tax and hereby declare that if any income tax, surcharge on Income Tax, Professional and any other corporate Tax, Service Tax in altercated under the law, we shall pay the	9.1 Format 1 - Commercial Bid letter We have studied the clause relating to Indian Income Tax and hereby declare that if any income tax, surcharge on Income Tax, Professional and any other corporate Tax, Service Tax in altercated or any new tax is introduced under the law, UPLC we shall pay the same.	As per the RFP

S No.	Section No.	Clause No.	Pg No	Actual Clause as in the RFP	Clarification Sought	Responses
				same.		
194	IX	9.1	138	<p>9.1 Format 1 - Commercial Bid letter</p> <p>2. UNIT RATES</p> <p>We have indicated in the relevant schedules enclosed the unit rates for the purpose of on account of payment as well as for price adjustment in case of any increase to / decrease from the scope of work under the Agreement.</p>	<p>9.1 Format 1 - Commercial Bid letter</p> <p>2. UNIT RATES</p> <p>We have indicated in the relevant schedules enclosed the unit rates for the purpose of on account of payment as well as for price adjustment in case of any increase to / decrease from the scope of work under the Agreement.</p>	As per the RFP
195	IX	9.2	140	<p>9.2 Format 2 - Laptop Cost g. The Unit Rate as mentioned in the following formats shall be used for the purpose of Quantity" for respective items, if any. However, based on the market trends, UPLC retains the right to negotiate this rate for future requirements.</p>	Needs Clarity	<p>This is a provision for future agreements/ work orders(Not related to this Project) in case UPLC so desires at rates mutually may be</p>

S No.	Section No.	Clause No.	Pg No	Actual Clause as in the RFP	Clarification Sought	Responses
						agreed to by the parties.
196	Schedule	I	142	2. Transfer of Project Assets a. UPLC shall be entitled to serve notice in writing on the Vendor at any time during the exit management period as detailed hereinabove requiring the Vendor to provide UPLC with a complete and up to date list of the Assets provided and yet to be provided within 30 days of such notice. UPLC shall then be entitled to serve notice in writing on the Vendor at any time prior to the date that is 30 days prior to the end of the exit management period requiring the Vendor to sell any of the Assets to be transferred to UPLC at book value (as determined as of the date of such notice).	2. Transfer of Project Assets a. UPLC shall be entitled to serve notice in writing on the Vendor at any time during the exit management period as detailed hereinabove requiring the Vendor to provide UPLC with a complete and up to date list of the Assets provided and yet to be provided within 30 days of such notice. UPLC shall then be entitled to serve notice in writing on the Vendor at any time prior to the date that is 30 days prior to the end of the exit management period requiring the Vendor to sell any of the Assets to be transferred to UPLC at book value (as determined as of the date of such notice).	As per the RFP
197	Schedule	I	142	1. d. The exit management period starts, in case of expiry of Agreement, on the date	1. d. The exit management period starts, in case of expiry of Agreement, on the date when the Agreement comes to an end or in case of	As per the RFP

S No.	Section No.	Clause No.	Pg No	Actual Clause as in the RFP	Clarification Sought	Responses
				when the Agreement comes to an end or in case of termination of Agreement, on the date when notice of termination is sent to the Vendor. The exit management period ends on the date agreed upon by the parties (UPLC & Vendor) or Six months after the beginning of the exit management period, whichever is earlier.	termination of Agreement, on the date when notice of termination is sent to the Vendor. The exit management period ends on the date agreed upon by the parties (UPLC & Vendor). or Six months after the beginning of the exit management period, whichever is earlier.	
198	Schedule	I	142	5. d. Promptly on reasonable request at any time during the exit management period, the Vendor shall, facilitate training and knowledge transfer for UPLC and/or any Replacement Vendor as reasonably required understanding the methods of delivery of the services employed by the Vendor.	5. d. Promptly on reasonable request at any time during the exit management period, the Vendor shall, facilitate training and knowledge transfer for UPLC and/or any Replacement Vendor as reasonably required understanding the methods of delivery of the services employed by the Vendor. However, UPLC shall bear the cost of training and travel during the exit management.	As per the RFP
199	Schedule	I	142	9 j. So far as transfer cost is concerned, in case of the completion of the Agreement,	9 j. So far as transfer cost is concerned, in case of the completion of the Agreement, the Vendor shall pay all transfer costs and stamp duty	As per the RFP

S No.	Section No.	Clause No.	Pg No	Actual Clause as in the RFP	Clarification Sought	Responses
				the Vendor shall pay all transfer costs and stamp duty applicable on transfer of Project assets and for executing the activities listed in this schedule. However in case of premature termination of Agreement for any reasons, the Vendor shall pay all transfer costs and stamp duty applicable on transfer of Project assets and for executing the activities listed in this schedule except in case the Project is being terminated due to default of UPLC, where UPLC shall be responsible for transfer costs and stamp duty, if any. The Vendor shall be paid the depreciated book value of the infrastructure cost and the other assets. The depreciation rates and method followed will be as per Income Tax Rules.	applicable on transfer of Project assets and for executing the activities listed in this schedule. However in case of premature termination of Agreement for any reasons, the Vendor shall pay all transfer costs and stamp duty applicable on transfer of Project assets and for executing the activities listed in this schedule except in case the Project is being terminated due to default of UPLC, where UPLC shall be responsible for transfer costs and stamp duty, if any. The Vendor shall be paid by UPLC at Written Down Value (WDV) for all IT and non IT infrastructure and other assets deployed in the project. Written Down Value (WDV) shall be computed at depreciated value by applying ten per cent (10%) depreciation per annum on written down value basis, on the value of the infrastructure deployed hereunder. VAT and other taxes as applicable shall be payable by UPLC on such WDV. the depreciated book value of the infrastructure cost and the other assets. The depreciation rates and method followed will be as per Income Tax Rules.	
200	Schedul	III	151	b. Payment for invoices shall be made within 45 working	b. Payment for invoices shall be made within 30 45 working days of the receipt of Invoice by DM	As per the

S No.	Section No.	Clause No.	Pg No	Actual Clause as in the RFP	Clarification Sought	Responses
	e			days of the receipt of Invoice by DM upon completion of the said activities as mentioned in the Agreement.	upon completion of the said activities as mentioned in the Agreement.	RFP
201	Schedule	IV	152	Payment Schedule Additionally, all payments to be made by the DM to the Vendor shall be inclusive of all statutory levies, duties, taxes and other charges whenever levied/applicable. Any increase in rates of all applicable direct or indirect taxes (central or state or local), rates, duties, charges and levies (central or state or local) shall be to the account of Vendor.	Payment Schedule Additionally, all payments to be made by the DM to the Vendor shall be inclusive of all statutory levies, duties, taxes and other charges whenever levied/applicable. Any increase in rates of all applicable direct or indirect taxes (central or state or local), rates, duties, charges and levies (central or state or local) shall be to the account of UPLC. Vendor.	As per the RFP
202	VI	6.7	70	Pro-rata reduction of Performance Bank Guarantee	Notwithstanding anything to the contrary contained in the Agreement, the Performance Bank Guarantee shall be reduced pro rata by the portion of the Agreement value payable for any Good(s) that have been delivered by the selected Bidder and achieved Acceptance / Deemed Acceptance.	As per the RFP

S No.	Section No.	Clause No.	Pg No	Actual Clause as in the RFP	Clarification Sought	Responses
203	VI	6.27	82	Termination by UPLC for any reason:	Notwithstanding anything to the contrary contained in the Agreement, in the event of termination of the Agreement by UPLC for any reason whatsoever, UPLC shall pay the Vendor the following amounts: (a) The Agreement Price, attributable to the parts of the work(s) executed including Laptops and Services delivered (including also the Work in Progress) by the Vendor up to the date of termination. In respect of capital items deployed in the project, UPLC must purchase at the Written Down Value (WDV) from the Vendor all IT & non-IT infrastructure and the software deployed. Written Down Value (WDV) shall be computed at depreciated value by applying ten per cent (10%) depreciation per annum on written down value basis, on the value of the infrastructure deployed hereunder. VAT and other taxes as applicable shall be payable by UPLC on such WDV. In case UPLC is unable to purchase as mentioned above, UPLC must pay as Liquidated Damages on written down value of all IT & non-IT infrastructure and the software deployed by applying depreciation @ fifteen per cent (15%) per annum. (b) The costs reasonably incurred by the Vendor in the ramp down / disengagement of Vendor's personnel;	As per the RFP

S No.	Section No.	Clause No.	Pg No	Actual Clause as in the RFP	Clarification Sought	Responses
					<p>(c) Any amount to be paid by the Vendor to its subAgreementors in connection with the termination of any subAgreements, including any cancellation charges;</p> <p>(d) Costs incurred by the Vendor in protecting the work(s) and leaving the site in a clean and safe condition pursuant to this clause; and</p> <p>(e) The cost of satisfying all other obligations, commitments, and claims that the Vendor may in good faith have undertaken with third parties in connection with the Agreement Work in progress. The term “work in progress” shall include but not limited to the value of Laptops meant for delivery to UPLC (i) for which manufacturing process was initiated by the Vendor; or (ii) order was placed by the Vendor on its subAgreementors, prior to the date of termination.</p>	
204	Proposed Clause	Proposed Clause	-	New Proposed Clause: ERV clause	<p>The Bidder should have the option to propose in dollars. If this is not acceptable to UPLC, then UPLC should allow the Bidder to insert ERV clause. The clause is as follows: The price in respect of Goods / Services listed under item nos. _____ (the “Specified Items”) are based on Foreign Exchange rate of US\$ 1 = INR _____ (the “Base Rate”) (please specify the exchange rate). The</p>	As per the RFP

S No.	Section No.	Clause No.	Pg No	Actual Clause as in the RFP	Clarification Sought	Responses
					<p>Parties acknowledge that the Specified Items to be supplied are dependent on imports. The Parties agree that the prices quoted shall be increased or decreased if the ERV (as defined below) is more than 2% by applying such percentage which is in excess of 2% of Base Rate. The exchange rate variation (ERV) percentage shall be calculated as a percentage increase / decrease signified by the difference in the Current Rate and the Base Rate over the Base Rate, calculated as follows:</p> $\frac{\text{Current Rate} - \text{Base Rate}}{\text{Base Rate}} \times 100$ <p>Note for clarification:1. "Current Rate" shall mean SBI's US\$ TT Selling Rate on the date of despatch (or the immediately preceding business day in case Forex markets in India are closed on the date of despatch). In case the ERV % is up to 2%, then there will be no change in the quoted prices. If the exchange rate variation (ERV) is more than 2%, then price for Specified Items shall stand increased / decreased by the ERV% in excess of 2%. Accordingly, the sale price duly adjusted in accordance with above provisions shall be invoiced to the Customer by HCL. EXAMPLE 1</p> <p>Base Rate as on the Date of Offer / Quotation : Rs. 54 Current Rate : Rs.55 Percentage</p>	

S No.	Section No.	Clause No.	Pg No	Actual Clause as in the RFP	Clarification Sought	Responses
					<p>Fluctuation / ERV : +1.85% Conclusion: Since the fluctuation is less than 2%, no adjustment shall be made in the prices quoted or agreed in the Agreement. EXAMPLE 2 Base Rate as on the Date of Offer / Quotation : Rs.54 Current Rate : Rs.52 Percentage Fluctuation / ERV : -3.70% Conclusion: Since the fluctuation is more than 2%, the sale prices shall stand decreased by (- 3.70% - 2%) i.e. by : 1.70% EXAMPLE 3 Base Rate as on the Date of Offer / Quotation : Rs.54 Current Rate : Rs.56 Percentage Fluctuation / ERV : +3.70% Conclusion: Since the fluctuation is more than 2%, the sale prices shall stand increased by (3.70% - 2%) i.e. by : 1.70%</p>	
205	Proposed Clause	Proposed Clause	-	New Proposed Clause: Interest on Delayed payment	<p><u>UPLC shall release the payment due to the Vendor on or before the due date. Late payments shall automatically bear interest at an annual rate equal to 18% per annum compounded quarterly for the relevant delayed period, calculated from the date due until date of full payment.</u> <u>In the event UPLC fails to pay any amount to the Vendor on the due date, then and without prejudice to the exercise of any other rights or remedies which may be available to it and without incurring any penalties or liabilities, the</u></p>	As per the RFP

S No.	Section No.	Clause No.	Pg No	Actual Clause as in the RFP	Clarification Sought	Responses
					<u>Vendor shall be entitled to suspend performance of its obligations under the Agreement, following written notification to UPLC, until realization of full outstanding amount in respect of the Laptops / Services actually delivered and rendered and not paid for. In the event of suspension by the Vendor of the Agreement, the time schedule shall be automatically extended for the actual duration of the suspension and the Vendor shall be reimbursed by UPLC for any damage or additional cost incurred as a result of such suspension.</u>	
206	II	3	21	Authorised signatory	Clarify whether POA by Board of Director is sufficient for the bidder	As per the RFP
207	II	5	21	Annual Turnover	For Foreign manufacturer, is CA Certificate acceptable as a finance document	As per the RFP
208	II	8	21	Qualification Criteria	. Requesting for amendment of Project order from non Govt organisation to the tune of Rs 100C	As per the RFP
209	II	8	22	Qualification Criteria	UPLC is requested to include Global Top 5 vendors and Indian Top 5 Vendors to be considered . This will eliminate all the other qualification criteria posted by UPLC and will reduce the lead time in processing	As per the RFP

S No.	Section No.	Clause No.	Pg No	Actual Clause as in the RFP	Clarification Sought	Responses
210	II	8	22	Qualification Criteria	Vendors who have successfully executed ELCOT Notebook contract should be provided Green Channel clearance for qualification criteria	As per the RFP
211	II	10	23	Installed Base	For Foreign manufacturer, can invoice amounting to 4 Lakh be accepted as a valid proof, or IDC/GARTNER report can be taken as proof.	As per the RFP
212	II	12	24	Support	Minimum order value of AMC to be reduced to 1 Crore for three year. The vendor capability should be measured in sales and support of Notebooks. Post warranty service should not be considered for qualifying vendor for notebooks	As per the RFP
213	II	13	24	Qualification Criteria	Please specify the details of manufacturing plant required by UPLC other than ISO Certifications	As per the RFP
214	II	15	25	Support	Number of qualified professionals has to be proportionate to the quantity of the notebook order awarded .For every 50,000 notebooks one engineer can be posted	As per the RFP
215	II	15	25	Support	We will provide service through Vendor Authorised Service Partner. Hence details of technically qualified engineers will be provided by ASP. As the order is likely to be split among multiple vendors, proportionately engineer nos.	As per the RFP

S No.	Section No.	Clause No.	Pg No	Actual Clause as in the RFP	Clarification Sought	Responses
					also should be reduced. Also, mere “number of engineers” cannot be criterion as ultimately we will be bound by SLAs.	
216	II	17	25	Sample test report	15 days is not sufficient for providing test report post receipt of Prebid conference amendment. Hence requesting for extension of tender submission to mid-october	As per the RFP
217	II	17	25	Sample test report	Any change in model during the delivery schedule has to be accepted by UPLC subject to vendor providing ETDC/ ERTL test certificate	As per the RFP
218	III	III	28	Scope of work	Educational content has to be provided along with the purchase order for ensuring delivery on time. Certificate indemnifying the vendor from any legal complication arising due to patent right or infringement issues	As per the RFP
219	III	3.2	28	Technical specification	Wireless LAN has to be amended to 802.11 A/B/G	No change
220	III	3.2	28	Technical specification - Wireless	Blue tooth can be removed for better price realisation	No change
221	III	3.2	28	Technical specification _ Ports	Requesting for standardising USB ports to 2 instead of 3.	No change

S No.	Section No.	Clause No.	Pg No	Actual Clause as in the RFP	Clarification Sought	Responses
222	III	3.2-20	28	Certifications	Windows and Linux compliance to be self certified or to be certified by ERTL-ETDC	No change
223	III	3.2	29	HINDI/ENGLISH/URDU	Request for URDU FONTS to be provided by UPELC for Ubuntu Linux	No change
224	III	3.5	30	Traceability	Screen Printing will reduce the life of the laptop and hence requesting for tamper proof sticker to be made acceptable	As per the RFP
225	III	3.6	31	PDI	ISI Standard 10673 primarily stands for Desktop testing. Hence request you to stick to the testing report given at the end of the tender document	As per the RFP
226	III	3.6	31	PDI	Please define the lot size for PDI . Notebooks sealed by PDI agency should be exempted from Inspection and testing at Tehsils	As per the RFP
227	III	3.7	32	Packaging	Bubble wrap is currently prohibited. Hence requesting for good quality packaging	As per the RFP
228	III	3.7	32	Packaging	Name of individual institutions cannot be pasted on the Notebook carton. This will create delay in supply and will not provide room from diversion (in case of emergency)	As per the RFP
229	III	3.8	33	Insurance	Notebooks to be supplied to UPLC will be covered under international comprehensive insurance. Kindly confirm whether separate	An insurers or his authorised agents

S No.	Section No.	Clause No.	Pg No	Actual Clause as in the RFP	Clarification Sought	Responses
					insurance policy is required	certificate is required
230	III	3.9	33	Delivery Schedule	Commencement of first five percent to be amended to 91-120 days. Thereafter for every slab additional 30 days to be considered.	As per the RFP
231	III	3.9.d	33	Delivery Schedule	The schedule of deliveries to Tehsils to be provided firmly along with the PO	Shall be provided before signing of the Agreement
232	III	3.10 & 3.11	34	Inspection testing	Requesting for delinking inspection and testing from the 90% payment	As per the RFP
233	III	3.11	34	Inspection testing	<p>a) Required space including tables/power points to be available at Tehsildhar office where Laptops are delivered</p> <p>b) What is the timeframe from delivery date to 5% sample test, whether they have together all the nominees mentioned (Tehsildar/DM Designate/Principal/HM etc). Can we immediately start after delivery, the sample test.</p> <p>c) Clarify who will be single point & authority to certify & sign sample test report at each Tehsils</p>	<p>a) Executive order shall be issued by GoUP regarding the space availability in the Tehsils.</p> <p>b) The Sample Test can be started after delivery.</p>

S No.	Section No.	Clause No.	Pg No	Actual Clause as in the RFP	Clarification Sought	Responses
						C) The Tehsildar/SD M/Officer designated by DM.
234	III	3.1	28	Training & Demonstration	<p>a)Who will fix the designated school & college where training to be conducted & the name of the participants to be shared. How & when they will inform Vendor on this. Vendor would need minimum 3-5 days time after the confirmation to arrange the premises</p> <p>b) Is there separate certificate required for training and demo?</p> <p>c)What is the format for both training & demo completion certificate</p> <p>d)Who will be the authority to sign for training & demo completion at the site of training.</p>	<p>a) List shall be shared before the signing of the Agreement</p> <p>b) As per the RFP</p> <p>c) As per the RFP</p> <p>d) As per the RFP</p>
235	III	3.12	35	Final acceptance sign-off	Service center operations certificate. Kindly confirm the format required	As per the RFP
236	III	3.12	35	Final acceptance sign-off	<p>a) Who is the authority to sign Final Sign of Certificate</p> <p>b) Is there any supporting required, if so what are these?</p> <p>c) What is the format for final sign off?</p> <p>d) 3.12 Final Sign of Certificate</p>	<p>a) As per the RFP</p> <p>b) As per the RFP</p> <p>c) As per the RFP</p> <p>d) As per the RFP</p>

S No.	Section No.	Clause No.	Pg No	Actual Clause as in the RFP	Clarification Sought	Responses
						RFP
237	III	3.13.1	36	Warranty	Battery being a consumable. Requesting to be removed from the warranty clause.	As per the RFP
238	III	3.13.2	36	Warranty	Breakages & customer induced defect to be excluded from warranty coverage -Warranty will be 12 Months from the dte of acceptance or 13 months from the date of Invoice , whichever is early. -Any help in downloading update/patches only for Vendor supplied S/w will be provided during warranty.	As per the RFP
239	III	3.13.3	37	Inventory	Vendor will maintain adequate spares at its Lucknow warehouse as per the standar AFR(annual Failure Rate) of the product as recommended by the technical support. Certain minimum spares will be kept at service centres to take care SLA,s , which will decided by Vendor.	As per the RFP
240	III	3.13.2	36	Service Center	a) We strongly feel that number of service centres should be decided based on expected call volume of which depends number of Units supplied and also geographical spread of any district.Our suggestion would be initially each district HQ should have service centre and can be increased based on volume and spread.	a) As per the RFP B) As per the RFP c) As per the RFP d) As per the RFP

S No.	Section No.	Clause No.	Pg No	Actual Clause as in the RFP	Clarification Sought	Responses
					<p>b) Since delivery is staggered, 30 days timeframe to setup Service centre, shall start from confirmation of supply to a particular district/location.</p> <p>c) Initially any new Service centre will have one qualified engineer & a coordinator. Number of engineers can be increased on need basis based on call volume.</p> <p>d) Also, Vendor should be given an option to reduce or merge service centres after 3 months of operations, if the call volume is substantially low. (Minimum call volume can be decided once No. of service centres finalised)</p> <p>e) Any such setup will have direct impact on the overall service cost, which will impact total product cost.</p>	RFP
241	III	3.13.3	37	Service Center	Number of qualified engineers to be decided on the basis of quality of notebooks awarded. On the premises that the SLAs are being signed with UPLC for maintenance of the notebooks, the number of engineers to be posted should be left to the discretion of the vendor signing the contract	As per the RFP
242	III	3.13.4	37	Helpdesk	Can the Helpdesk be set up in Noida instead of Lucknow	As per the RFP

S No.	Section No.	Clause No.	Pg No	Actual Clause as in the RFP	Clarification Sought	Responses
243	III	3.13.5	37	Helpdesk	<p>a) We operate from centralised call centre which we will utilise for supporting this project too. Vendor centralised call centre has state of the art facilities. Designated resources can be made available for this project. This will be cost effective for customer. If dedicated helpdesk resources required that will be at additional cost.</p> <p>We will need clear scope of Helpdesk for us to commit further.</p> <p>b) Since there will be multiple service centres setup in the state, CC can central monitor & allocate calls to appropriate service centre, also guide student accordingly.</p> <p>c) If CC is must in UP, whether is it OK if we have in any other location within up other than Lucknow?</p> <p>d) Is it ok if we use our own CRM for call monitoring?</p>	<p>a) As per the RFP</p> <p>b) May be agreed to</p> <p>c) As per the RFP</p> <p>d) Subject to approval by UPLC</p>
244	IV	4.2.2	41	Delivery Schedule	Penalty to be brought down to maximum of 5% of the undelivered quantity	As per the RFP
245	IV	4.2.3	41	Warranty Application	SLA Norms have to be revised down ward . Vendors are providing PBG and 5% of the payment is retained. Hence SLA norms have to be modified to 5 working days down time	As per the RFP

S No.	Section No.	Clause No.	Pg No	Actual Clause as in the RFP	Clarification Sought	Responses
246	IV	4.2.4	43	Helpdesk Services	Helpdesk modalities and infrastructure has to be left to the vendor's discretion. SLA norms of UPLC will be met by vendor and Vendor is also providing PBG for as a surety	As per the RFP
247	IV	4.2.	39	SLA	Preloaded software supplied by Vendor only will be covered under warranty support, any s/w preloaded but not supplied by Vendor, will not be in this purview. This should not be part of a service "incident" for calculating SLA performance.	May be considered
248	IV	4.2.	40	SLA	1) Are Incident-1 , 2 &3 are treated isolated or cumulative. For example, if a Laptop component is not repairable and needs component replacement, then the SLA applicable would be only Incident 2 or Incident1 + Incident 2? 2) Secondly the timeframe shall be 3BD & 5BD respectively for Incident 1 & 2	1) Isolated-Repair shall be covered by incident 1 and so on. 2) As per the RFP
249	IV	4.2.4	40		Physical damage & customer induced defect to be excluded in warranty scope. Else we need to load the cost insurance etc.	As per the RFP
250	IV	4.2.4	40		a)FCR – This can be decided only after receiving complete scope of work of Helpdesk.	As per the RFP

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					Industry standard for technical FCR is for Notebooks in India is 35%. b)Email/Webcall response – 8 Working Hours, Penalty can be maximum 100/- per delay c)Average Speed to Answer- Within 180 Sec, Penalty maximum 5000/- d) Abandon Rate- 8% , Penalty maximum 5000/-	
251	IV	4.5	45	Liquidated Damages	The total LD to be maximised or capped at 5% of the total order value	As per the RFP
252	V	5.11	51	Firm Prices	Price offered will remain firm subject to no change in taxation, customs duty and dollar variation. In case Government brings in changes in duties and taxes, the same shall be passed on prorata basis to the buyer. Any variation in dollar more than 2% of US - INR conversion rate on the day of bid submission shall be borne by the buyer.	As per the RFP
253	V	5.15	52	Bid Validity period	Bid validity period can be extended to 6 months on condition of dollar/tax variation clause	As per the RFP
254	V	5.16	52	Local site condition	UPLC is requested to ensure that sites are ready for accepting the materials and relevant information are given to the concerned officials.	As per the RFP
255	V	5.16	52	Local site condition	Please specify the time schedule between the	Distribution

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					delivery and the distribution of notebooks to students	of Laptops to students is not within the purview of this RFP
256	V	5.16	52	Local site condition	Clarify the cost / factors required to be provisioned at the time of bidding for handling site related issues	As per the RFP
257	V	5.23	57	Opening & Comparison of Financial Bid	The decision to award the contract to L1 solely will derail the project. Hence the tender has to be split between top5 units @ 3.5L units	As per the RFP
258	VI	6.24	79	Payment Schedule	Requesting for centralised payment from UPLC instead of collection from individual Tehsils	As per the RFP
259	VI	6.40.12 d(iii)	94		Vendor will be responsible for warranty support for Vendor supplied product & Software only.	As per the RFP
260	VII	7.1(iv)	96		CV are confidential as per company rules, even from ASP based on their HR policy we can request them to share once contract & locations are confirmed to us. Also, we will not be able to assure that continuity of the same resources during the tenure of contract.	As per the RFP
261	8	8.12		Resource List	Requesting for amendment on resource list to be provided post awarding the contract	As per the RFP

S No.	Section No.	Clause No.	Pg No	Actual Clause as in the RFP	Clarification Sought	Responses
262	VIII	8.13	128	CV Format	CV Format will be provided after receipt of purchase order	As per the RFP
263	IX	9.2	140	Helpdesk Costs	Helpdesk Costs can be arrived at after knowing the quantity of notebooks order awarded. Hence requesting removal of the same from L1 calculation.	As per the RFP
264	Schedule I	I	146	Exit Management Schedule	In the event of unprecedented natures of Act of nature / God, there will be delay/ disruption of supply. Vendor will have to protected in such event by extending the delivery schedules.	As per the RFP
265	Schedule IV	IV	152	Payment Schedule	Any revision in the rates of direct or indirect tax, duties, Levies shall be passed on to the buyer	As per the RFP
266	Section B Section II	4.22 to 4.24 1 (a) & 1 (b)	9& 20	Qualification Criteria - OEM certification / Affiliate	<p>A) This has reference to Section II – Qualification Criteria, Clause 1 (b) which requires that in case of OEM's of Laptops & PC's which are not registered under the Companies Act, 1956 in India, the bids can be submitted by their wholly owned subsidiary which is registered and is in operation in India for the last 5 years.</p> <p>We seek to bring to you notice that Hewlett-Packard group, the largest IT group in the world and the owner of the HP brand engages in sales</p>	As per the RFP

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					<p>and distribution in India through Hewlett-Packard India Sales Private Limited (“HPISPL”). HPISPL is a ultimately owned by Hewlett-Packard Company, USA and has been in operation in India for the last 15 years. HPISPL also has manufacturing facilities in India which manufactures some models of the HP branded products. A substantial part of HPISPL business revenues are from the public/government sector. We are also including a summary which is an indicator of the financial standing of HPISPL:</p> <ul style="list-style-type: none"> a. HPISPL has an average annual turnover of at least Rs. 2500 crores in the last 3 financial years b. HPISPL has positive Net Worth as on the last day of preceding last 3 financial years c. HPISPL has a positive Net Cash for each of the previous 3 financial years <p>The products sought under the subject tender/RFP may be sourced from manufacturing hubs in various parts of the world and it is seldom that such manufacturing entities act as holding companies for local affiliates. It is therefore our submission that HPISPL be permitted to participate in the bid without the need for a certificate as stated in the tender and without any guarantee being required.</p>	

S No.	Section No.	Clause No.	Pg No	Actual Clause as in the RFP	Clarification Sought	Responses
					<p>B) While we look forward to your favorable confirmation on the above submission, alternately, we request you to consider amending Clause 1(b) to state the following:-</p> <p>In case of OEM's of Laptops & PC's which are not registered under the Companies Act, 1956 in India, the bids can be submitted by its Affiliates which is registered and is in operation in India for the last 5 years.</p> <p>Accordingly, the documents required in this regard should also be amended to state the following:-</p> <p>A self-certification from the Company Secretary or from Managing Director / Director of Bidder stating that Bidder is ultimately owned by its parent company.</p>	
267	III	3.2	28	Keyboard	<p>We request to remove the requirement of 'Rupee symbol' from the keyboard. This is a non-standard feature and will delay the execution.</p> <p>It will not be possible to have the 'Rupee symbol' in the demo & evaluation units. The test units</p>	No Change

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					are already in transit and any change in config will not be possible now.	
268	VI	6.4	67	Change in Platform	In case of any change in Platform or discontinuation of platform; Bidder should be allowed to change the platform provided it is same or higher that the model quoted; after getting the product qualified.	No Change
269	III	3.3	30	Sample Laptop Testing	- In case of delay in sample unit testing, can units be submitted with provisional certificates. - In event of extension of the tender submission; test report will remain valid for more than 2 months. Please confirm.	As per the RFP
270	III	3.5	30	Traceability Identification	HP has its own unique serial no for each machine; this serial no helps us to identify product and deliver service. Can we have our own serial no; instead of the ones supplied by UPLC?	As per the RFP
271	III	3.2	28	Technical Specifications (Others)	Laptop must have operational capabilities in English, Hindi and Urdu language.--> the keyboard should be in English only; Hindi/Urdu Unicode font with keyboard interface for typing in Word, Spreadsheet and Presentation will be provided by UPLC for pre loading.	No Change
272	III	3.6	31	Customer officers visit to	As per Tender the cost for such visits shall be	As per the

S No.	Section No.	Clause No.	Pg No	Actual Clause as in the RFP	Clarification Sought	Responses
				manufacturing plant	borne by the Bidder. As this involves a cost incurred by the customer, the cost should be borne by the customer.	RFP
273	VIII	3.6	31	Pre-Dispatch Inspection	The % of sample to be tested during the PDI is not specified. HP proposes a sample of 1% of the quantity to be tested during PDI. This would serve the purpose of quality control and at the same time expedite the movement of materials, resulting in on time execution and lower overall project cost.	As per the RFP
274	III	3.6	31	Risk Transfer	As per Tender the manufacturer will be responsible for Laptops till delivery, testing and acceptance. HP proposes that the Risk of manufacturer will be till physical delivery to consignee. After delivery, the risk of the goods will move to customer.	As per the RFP
275	III	3.8	33	Insurance till delivery and acceptance	HP proposes, RISK COVER by HP till delivery to consignee at Tehsil level. Any insurance requirement after delivery will be taken by Customer.	As per the RFP
276	III	3.8	33	Insurance Certificate	HP is self insured and will provide its own self insurance certificate, covering all risks till delivery of materials to consignee at Tehsil.	A Certificate of Insurance is needed.
277	III	3.9	33	Delivery Schedule	1) Please specify the maximum timelines, by	Distribution

S No.	Section No.	Clause No.	Pg No	Actual Clause as in the RFP	Clarification Sought	Responses
					when customer will distribute the laptops to users.	of Laptops to students is not within the purview of this RFP
278	III	3.9	33	Delivery Schedule	<p>1) Customer to provide all road permits, required for billing from outside the state? Request your confirmation on the same.</p> <p>2) In view of the large quantities involved in this order, HP would like to propose for an extension of delivery timelines as mentioned below:</p> <p>5% - 0 to 90 days 5% - 90 to 120 days 25% - 120 to 180 days 25% - 180 to 240 days 20% - 240 to 300 days 20% - 300 to 360 days</p> <p>The request for 90 days for the first 5% is essentially to factor for the additional time required for initial project setup including setup of physical infrastructures like warehouses, billing locations, service centres etc. We have also proposed for an increase in the delivery period of subsequent phases from 30 days to 45 days, which will be essential considering the large quantity and multiple milestones in the</p>	<p>1) The State shall provide Road permits for all the lots which are dispatched to different Tehsils. A suitable mechanism of issue of Road permits shall be decided by the State Government and conveyed to the successful Bidder before the</p>

S No.	Section No.	Clause No.	Pg No	Actual Clause as in the RFP	Clarification Sought	Responses
					project.	signing of the Agreement. 2) As per the RFP
279	III	3.10	34	Post-delivery Sample Inspection and Testing	<p>HP would suggest to remove this requirement, as the materials supplied by bidder are already covered under Warranty. The risk of any transit damages will also be covered under the HP standard DOA (Dead on Arrival) process. Removing this additional project milestone, will also help to reduce the overall cost and timelines on the project.</p> <p>OR</p> <p>HP proposes: The customer and bidder are jointly responsible complete the 5% sample inspection within 3 days of the delivery of Laptops to Tehsil. If the Inspection is delayed beyond 1 week due to any customer related reasons, the materials will be deemed to be accepted by customer.</p>	As per the RFP
280	III	3.11	34	Training and Demonstration	<p>HP suggests that, UPLC removes the scope of 'Training' and 'Demonstration' from the scope of this tender, and use different vendors, who are specialized in this field, to complete this activity. This will have a significant impact on the overall project cost, timelines/schedule, and</p>	As per the RFP

S No.	Section No.	Clause No.	Pg No	Actual Clause as in the RFP	Clarification Sought	Responses
					<p>managability of this tender.</p> <p><u>OR</u> HP woud like to propose a very effecient and cost effective alternative through e-learning. This will allow users to take self-paced trainings at their own convenience and without the need of traveling. The training will also save time and help the project to be completed within scheduled timelines. The e-learning materials will provide standardised and world-class content to the trainees, and can cover a much wider scope as compared to limited classroom trainings.</p> <p><u>OR</u> If UPLC retains the existing mode of training and demonstration, HP would would like to suggest:</p> <ol style="list-style-type: none"> 1) A maximum period of 30 days from the delivery of Laptops to Tehsil, beyond which the training and demonstration would be deemed to be completed. 2) Since we are going to give demonstration to students, we suggest to combine the training of teachers with this. This would also allow to cover a larger no of teachers under the training cum demonstration. 3) Instead of 'Attendance sheet', we would suggest for a single training/demo completion certificate from the principal/school 	

S No.	Section No.	Clause No.	Pg No	Actual Clause as in the RFP	Clarification Sought	Responses
					representative, which would help to increase the convenience of documentation.	
281	III	3.12	35	Final Acceptance Sign off	<p>In line with our proposal for removing 'Post Delivery sample Inspection', 'Training' and 'Demonstration' from the scope of the contract, this additional milestone of 'Final Acceptance' will not be required. The reduction of scope will have a significant impact on the overall project cost, timelines/schedule, and managability of this tender.</p> <p><u>OR</u></p> <p>If UPLC retains the 'Final Acceptance' milestone, HP would would like to suggest a maximum period of 30 days from the delivery of Laptops to Tehsil, beyond which acceptance will be deemed to have ocured, if any of the post-deliver testing, training or demonstration activities are delayed due to customer related reasons. This will help to adhere to time schedule and also fix the dates of other related transactions which are dependent on the 'Acceptance Date', eg. start of warranty period, PBG validity period, end of insurance/risk transfer, 5% payment processing etc.</p>	As per the RFP
282	III	3.13	36	Warranty	HP assumes that the Warranty requirement will be 'Carry in' to service centre and not onsite on	The warranty is 'carry in' to

S No.	Section No.	Clause No.	Pg No	Actual Clause as in the RFP	Clarification Sought	Responses
					customer/user premises. Request your confirmation. Onsite warranty requirement will add to the direct cost of the products.	service centre and not onsite.
283	III	3.13.1 (b)	36	Warranty period - 12 months from Acceptance	HP proposes a fixed warranty period: Warranty shall remain valid for 12 months after final acceptance sign-off OR 13 months from delivery whichever is later.	As per the RFP
284	III	3.13.3	37	Service Centre Setup	HP proposes to establish larger service centres only at District HQ's (instead of Tehsils), which have better infrastructure, trained manpower availability and are better connected with vilages and remote areas.	As per the RFP
285	III	3.13.4 (a)	37	Call center requirement at Lucknow	HP requests UPLC to remove the 'location constraint' for establishment of call centre, provided that such call centre in any other location provides the same or better SLA's than prescribed in the tender.	As per the RFP
286	IV	4.1	39	Definitions of 'Incident'	HP requests to remove the terms 'virus in Laptop computer' from the definations of 'Incident'. Although, the laptops will have standard antivirus, the risk of virus in laptop is largely dependent on the type of use.	As per the RFP

S No.	Section No.	Clause No.	Pg No	Actual Clause as in the RFP	Clarification Sought	Responses
287	IV	4.1	39	Definitions of 'Resolution Time'	The definition of 'Resolution Time' is not clear. Request to confirm if below understanding is correct: Resolution time will be the time taken for: - call centre complaints: after the incident has been reported at the helpdesk to resolving (diagnosing, troubleshooting and fixing) or asking the student to take to nearest service centre. - carry in complaints: time taken by Service Centre to resolve a defective laptop at this service center.	The understanding is correct.
288	IV	4.2.1	40	Penalty on Pre-Dispatch Inspection	HP requests the removal of any penalties applicable on 'Pre-dispatch Inspection', as It is in the interest of the Bidder to ensure on-time completion of the PDI.	As per the RFP
289	IV	4.2.4	43	Penalty on Help Desk Services	HP proposes for removal of penalties on 'Help Desk Services'.	As per the RFP
290	IV	4.4	44	Maximum Penalty	HP assumes that the total penalty for default in SLA's of PDI, Delivery, Warranty, Help Desk Service and Reporting will not exceed 5% of the total value of the Order. Request UPLC to confirm this assumption.	As per the RFP
291	IV	4.4 &	44	Penalty and Liquidated	HP proposes to exclude below conditions from imposition of any kind of Penalty or Liquidated	As per the

S No.	Section No.	Clause No.	Pg No	Actual Clause as in the RFP	Clarification Sought	Responses
		4.5		Damages	<p>Damages:</p> <ul style="list-style-type: none"> - Impact on any SLA's or Damages resulting from delays by customer or any of its representatives - Impact on any SLA's or Damages resulting from Suspension orders or Change orders by customer 	RFP
292	IV	4.5 (a)	45	Liquidated Damages	<p>As per tender the Liquidated Damages is liable if selected Bidder fails to complete the Supply and Commissioning of Laptops within 210 days. HP requests to remove the word 'Commissioning', as the SLA of 210 days is applicable for Delivery only. The Commissioning and any other post-delivery activities will have joint responsibilities and will be dependent on customer/user availability.</p>	As per the RFP
293	V	5.10	51	Bid Prices	<p>As per tender, during the course of execution of the Project any revisions to the work are to be made to meet the goals of UPLC/GoUP, all such changes shall be carried out within the current price.</p> <p>HP proposes, that any such change/revisions post contract signing, would be applicable only after mutual discussion and agreement between customer and Bidder.</p>	As per the RFP

S No.	Section No.	Clause No.	Pg No	Actual Clause as in the RFP	Clarification Sought	Responses
294	V	5.11	51	Firm Prices	The products to be supplied are dependent on imports. The price is based on Foreign Exchange rate on the date of bid submission. If there is exchange rate fluctuations in excess of 5% of the base rate, an equitable adjustment will be made to the contract price.	As per the RFP
295	V	5.14	52	EMD Value and form (Demand Draft/Banker"s Cheque)	HP would like to request UPLC to reduce the value of required EMD from INR 48.5 Crs to INR 25 Crs.	As per the RFP
296	V	5.18.7 (a)	55	Award or Order	HP requests for clarification: Will the entire requirement (for all Tehsils) be given as a single PO? OR separate work orders will be released for each Tehsil, subsequently in phases?	A single PO will be released irrespective of the awarded quantity.
297	V	5.18.7 (b)	55	Division of quantity between successful Bidders	To facilitate delivery and service execution, HP proposes that all requirements of a single 'District' should awarded to a single Bidder.	The Same Shall be decided by GoUP at the later Stage
298	V	5.26	59	Validity of Performance Guarantee	HP proposes for a fixed validity period for the Performance Guarantee. We propose the	As per the RFP

S No.	Section No.	Clause No.	Pg No	Actual Clause as in the RFP	Clarification Sought	Responses
					Performance Guarantee shall be valid for 18 months from date of issue. Performance Security shall be provided within 15 days after a mutually discussed and agreed contract has been signed.	
299	V	5.29	61	Concessions permissible under statutes	HP requests UPLS to clarify if the customer enjoys any exemption benefits on VAT, CST or Customs. Also please clarify if the customer can give any tax concession forms, for CST billing.	No Concessions are available
300	VI	6.12	74	Audit Rights of UPLC	Customer shall permit its authorized representative or an independent & neutral professional organization to inspect the HP's accounts and records relating to verification of services within the scope of this agreement, provided that:- (1) Such 3rd party entity appointed by Customer to audit shall not be HP's competitor. (2) Audit rights would be restricted to half-yearly with sufficient notice being given in advance before such audit is carried out (3) The audit exercise would be structured to involve least interruption to HP's normal business activities (4) Any request for information or documents during Audit excludes the HP's confidential information such as (i) HP's internal costing models, profit margins or overheads (ii) any confidential information	Accepted. Shall be intimated to the Audit Agency

S No.	Section No.	Clause No.	Pg No	Actual Clause as in the RFP	Clarification Sought	Responses
					relating to the HP's employees, or (iii) minutes of its internal Board or Board committee meetings including internal audit, or (iv) such other information of commercial-in-confidence nature which are not relevant to the Services (5) Such Audit Rights will be valid only till the expiration / termination of this Agreement (6) Cost of such 3rd party audit will be borne by Customer or its authorized representatives.	
301	VI	6.13	74	Changes in the Applicable Law Related to Taxes and Duties	HP would like to propose: If any rates of Tax, Duties or Govt/Local body levies are increased or decreased, a new Tax is introduced, an existing Tax is abolished, or any change in interpretation or application of any Tax occurs in the course of the performance of this Contract, such change will be borne by the Customer. Octroi / Entry Tax shall be paid by Customer to HP at actuals on production of necessary documentary proofs.	As per the RFP
302	VI	6.14 (i)	75	Insurance related to liability, system, facility and other insurance for the Assets, data, software, etc	Request UPLC to remove this clause, as this is not applicable/relevant to the project.	As per the RFP
303	VI	6.17	76	Indemnity	HP proposes the following clause to be substituted with the existing clause:- HP will defend and/or settle any claims against	As per the RFP

S No.	Section No.	Clause No.	Pg No	Actual Clause as in the RFP	Clarification Sought	Responses
					Customer that allege that an HP-branded product or service as supplied under this Agreement infringes the intellectual property rights of a third party. HP will rely on Customer's prompt notification of the claim and cooperation with our defense. HP may modify the product or service so as to be non-infringing and materially equivalent, or we may procure a license. If these options are not available, we will refund to Customer the amount paid for the affected product in the first year or the depreciated value thereafter or, for support services, the balance of any pre-paid amount or, for professional services, the amount paid. HP is not responsible for claims resulting from any unauthorized use of the products or services.	
304	VI	6.18	76	Confidentiality	HP requests UPLC to share a draft copy of the NDA for HP to revert with its comments.	May be shared before the signing of the Agreement
305	VI	6.22	78	Right to temporarily suspend work	HP requests UPLC for a 60 days notice before any kind of suspension of work.	As per the RFP
306	VI	6.24	79	Decentralized payment from Disctrits	As per tender, the bill submission and release of payment will be from the different District, based on Tehsil wise invoices. This will add to the	As per the RFP

S No.	Section No.	Clause No.	Pg No	Actual Clause as in the RFP	Clarification Sought	Responses
					<p>project cost and schedule.</p> <p>HP would like to request for centralized bill submission and release of payments from a single location.</p>	
307	VI	6.24	79	Financials of customer / project	Kindly calrify if UPLC can share a copy of any of the mentioned documents, required for the purpose of credit evaluation by Bidder: a) Audited financial report b) Financial approvals related to the project/ scheme, like fund allocation letter for project or govt treasury orders allocating funds to the project.	Budget document is available in public domain on the website of Secondary Education Department, GoUP, which may be referred.
308	VI	6.24	79	Final 5% of payment on Warranty completion	<p>In view of the time to receive the final 5% becoming more than 1 year, HP would like to request UPLC to release this payment against submission of additional 5% PBG valid till completion of Warranty.</p> <p>Also, request UPLC to clarify on the documentation required for release of last 5% payment (successful completion after warranty).</p>	As per the RFP

S No.	Section No.	Clause No.	Pg No	Actual Clause as in the RFP	Clarification Sought	Responses
309	VI	6.24	79	Contact Matrix and Escalation Path	HP requests UPLC to provide Bidder with the detailed contact matrix (contact person name & position, phone, e-mail) for bill submission and release of payments and also the escalation path to be followed in case of any delay in receipt of payments, before the signing of final contract.	Shall be shared before signing of the Agreement
310	VI	6.24	79	Right to suspend delivery and services	<p>As per tender, Bidder has right to terminate the contract, if UPLC/GoUP fails to pay any money due to the Bidder pursuant to this Contract and not subject to dispute pursuant to this Contract hereof within forty-five (45) days after receiving written notice from the Bidder that such payment is overdue.</p> <p>HP would like to propose: In addition to the above right for termination, HP proposes, that the Bidder will have the right to suspend delivery or services in part or full, in case of any significant payment overdues, till the overdue is recovered. Bidder will have the right to suspend delivery or services for a period of 30 days. If the overdues are still not recovered, the Bidder will have the right to terminate the contract, by giving a notice of 30 days, that such payment is overdue. No penalties or liquidated damages will be</p>	As per the RFP

S No.	Section No.	Clause No.	Pg No	Actual Clause as in the RFP	Clarification Sought	Responses
					applicable during such suspensions by Bidder.	
311	VI	6.24	79	Payment Schedule	<p>HP would like to propose below payment schedule:</p> <ul style="list-style-type: none"> * 25% advance with Purchase Order. Documents will include Proforma Invoice and 5% Bank Guarantee. * 75% on delivery of materials to consignee. Documents will include Invoice, Quality Certificate from the respective OEM, Insurance Certificate, Pre-Dispatch Inspection Report, and Delivery acknowledgment. 	As per the RFP
312	VI	6.26	81	Consequences in event of default	<p>In the event of default by HP in supplying goods beyond the agreed time under this Agreement, Bank shall after providing a notice & cure period of 30 days to rectify the default, may engage a Third Party to perform such unfulfilled obligations at the risk and cost of HP, provided that Bank shall only be entitled to the difference between the amount as would have been payable to HP in respect of the relevant products for performance of its obligations and amount actually spent by Bank for procuring such relevant product from a Third party, provided that the incremental cost in any case shall be limited to 10% of the value for performing such unfulfilled obligations.</p>	As per the RFP

S No.	Section No.	Clause No.	Pg No	Actual Clause as in the RFP	Clarification Sought	Responses
313	VI	6.26	81	Payments upon termination	HP proposes that it shall be paid for all products delivered / services rendered up to the effective date of termination and request corresponding change to be made to the provision.	As per the RFP
314	Section V1	6.28		Notice period for termination	As per tender, Bidder has right to terminate the contract with 90 days notice. HP proposes to reduce the notice period to 30 days, as applicable for termination by customer.	As per the RFP
315	VI	6.28	82	Termination by Bidder	HP requests to include the right of Bidder to have termination rights in case of insolvency/ liquidation/ assignment made by customer. HP also requests that it shall be paid for all products delivered / services rendered up to the effective date of termination.	As per the RFP
316	VI	6.30	85	Penalty - Right to deduct from price or receive payment	HP proposes for UPLC to claim any penalty amount seperately and HP will pay any due amount seperately. This is proposed in view of the accounting comlicacy resulting from any deduction of due invoices.	As per the RFP
317	VI	6.33 (b)	86	Arbitration	HP requests that in the event of disagreement between the parties, the sole arbitrator shall be appointed by Chief Justice, High Court of Lucknow.	As per the RFP
318	VI	6.34	87	Limitation of Liability	HP proposes the following:- Except for the	As per the

S No.	Section No.	Clause No.	Pg No	Actual Clause as in the RFP	Clarification Sought	Responses
					amounts in respect of claims for bodily injury (including death), the aggregate liability of HP for direct losses or damages including damages attributable to gross negligence, willful misconduct, damage to real property, damage to tangible personal property, and damages to 3rd parties shall be limited to the Purchase order value. HP also requests delinking the liability limit from the Insurance proceeds since it is not an Insurance Company and would not be in a position to take an insurance to cover the liability sought as per the tender.	RFP
319	VI	6.39 (c)	89	Force Majeure	HP requests that risk purchase rights shall not be applicable during the event of Force Majeure and requests deletion of clause 6.39 (d).	As per the RFP
320	VI	6.4 (viii)	67	Representation & Warranties	HP submits that any releases, upgrades and updates should be ordered separately and additional fees are applicable for the same. Standard software updates to be provided. Upgrades to be provided at mutually agreed prices.	As per the RFP
321	VI	6.4 (ix) & (xi)	67	Representation & Warranties	HP proposes to replace the existing clause with the proposed clause:- When we receive a valid warranty claim for an HP hardware or software product, HP will either repair the relevant defect or replace the product. If HP is unable to	As per the RFP

S No.	Section No.	Clause No.	Pg No	Actual Clause as in the RFP	Clarification Sought	Responses
					<p>complete the repair or replace the product within a reasonable time, Customer will be entitled to a full refund upon the prompt return of the product to HP (if hardware) or upon written confirmation by Customer that the relevant software product has been destroyed or permanently disabled. HP will pay for shipment of repaired or replaced products to Customer and Customer will be responsible for return shipment of the product to HP.</p>	
322	VI	6.5 (c)	69	Scope of Work / contract	<p>As per tender, if any services, functions or responsibilities not specifically described in this Contract are an inherent, necessary or customary part of the Services or are required for proper performance or provision of the Services in accordance with this Contract, they shall be deemed to be included within the scope of the work to be delivered for the charges, as if such services, functions or responsibilities were specifically described in this Contract.</p> <p>HP proposes, that any significant change in scope of work/contract will be subject to clause 5.22, where an equitable adjustment shall be made in the Contract Value or time schedule, or both, and the Contract shall accordingly be amended. Also HP states it shall perform such</p>	As per the RFP

S No.	Section No.	Clause No.	Pg No	Actual Clause as in the RFP	Clarification Sought	Responses
					work and / or supply such items and Materials that have been clearly laid out in the Statement of Work submitted by HP in its proposal in response to the bid from the UPLC.	
323	VI	6.40.3	92	Subcontracting	HP will have the right to use subcontractors (also referred to as `HP-authorized service providers` herein) to deliver products / provide services described in this Agreement. Notwithstanding the foregoing, the use of the subcontractors will not release HP from performing its obligations under this Agreement.	As per the RFP
324	VII	7.1 (d)	96	Personnel - Training of identified employees of UPLC	HP requests that the details of the training (no of employees, frequency and nature of training) should be mutually agreed and finalized before the contract is signed.	As per the RFP
325	Schedule III	b	151	Payment period of 45 working days	HP proposes for payment to be released within 30 calendar days of HP's invoice date. Any extended payment terms will have an adverse impact on project cost.	As per the RFP
326	V	5.15	52	Bid Validity Period	HP would like to propose for a reduction of bid validity from 6 months to 3 months.	As per the RFP
327	VI	6.4	67	Representations & Warranties	Any upgrade can only be offered before the units are shipped by OEM, subject to change of	As per the

S No.	Section No.	Clause No.	Pg No	Actual Clause as in the RFP	Clarification Sought	Responses
		(b)Vii			new technology available at the same price.	RFP
328	III	3.2	28	Metal/Alloy/reinforced hinges for display. The Casing ABS plastic of Black or Gray Color Display screen back with Government approved designed Logo.	Please specify the government logo to be stuck. Also tamper proof stickers with the government logo would be provided	No Change
329	III	3.2	28	Intel Pentium Dual Core or equivalent AMD Processor with processor Speed of 2.0 GHZ or higher.	Request to allow quoting on intel dual core or AMD equivalent. This will give OEMs a wider range of processors meeting the benchmark score of 115	No Change
330	III	3.2	28	LED HD 14" with 1024x768 resolution or higher	14" WXGA screen resolution would minimum have to be 1366x768	No Change
331	III	3.2	28	I/O Ports, Minimum 3 USB 2.0 Port, Microphone jack, 1 VGA, 1 HDMI, Headphone/ Speaker out, RJ-45, AC Power	can we provide laptop with display port instead of VGA/HDMI? Display port is the most prevalent technology available on commercial laptops in the market today	No Change
332	III	3.2	29	Laptop must have operational capabilities in English, Hindi and Urdu language.	will the unicode font for hindi as well as urdu language be sourced by UPLC? OEM will not have capability to install unicode fonts unless it is incorporated by the OS provider	UPLC will not provide any font. Vendor to provide the same.

S No.	Section No.	Clause No.	Pg No	Actual Clause as in the RFP	Clarification Sought	Responses
333	III	3.2	29	Secondary Boot- Linux/Ubuntu	Please confirm if any flavour of linux can be sourced? Linux is an open source software and there are various flavours/versions available for the same	No Change
334	III	3.2	29	Secondary Boot- Linux/Ubuntu	Please confirm if the shortlisted version of linux would be sourced by UPLC? This will help ensure uniformity of image across all vendors	No Change
335	III	3.2	28	Preloaded Dual Boot - (with Recovery Disk)	we recommend removing recovery disk from the laptop specifications. Recovery disks can be stored at the service centres to service laptops	No Change
336	III	3.2	29	· Selected Bidder(s) should permanently burn the Logo of UP Government and other information like “Presented by - Hon”ble Chief Minister or Department Name” (as desired by the State Government) in the BIOS/FIRMWARE; that should not be removed by any normal/usual techniques.	kindly confirm by when we can have details of the logo and other information to be screen printed/ burnt into BIOS? The BIOS and logo activity will add to the lead time. We will need the details in advance to compress the leadtimes	Shall be provided before signing of the Contract
337	III	3.2	29	DVD RW	we recommend removal of DVD writer. This will help lower costs significantly. The market is moving away from optical drives as we have	No Change

S No.	Section No.	Clause No.	Pg No	Actual Clause as in the RFP	Clarification Sought	Responses
					much cheaper and better alternatives for data storage available today compared to CDs and DVDs	
338	III	3.2	28	Web cam	We recommend removal of web camera from the laptop specs. This will help lower costs	No Change
339	III	3.2	29	others	please confirm if educational content will be provided by government for preloading into the laptops?	Yes, As per the RFP
340	III	3.3	30	laptop testing	Kindly confirm on the number of laptops that can be submitted for testing	As per the RFP
341	III	3.4	31	laptop presentation	can we quote with multiple product offerings? le multiple product offerings with one price bid	As per the RFP
342	III	3.13.2	36	The selected Bidder has to maintain 2% inventory of spares to ensure that all critical spares/components apart from the inventory of new equipments for immediate replacement purposes to be available with the Service Centers in sufficient quantity. A list of critical spares/components considered essential should be	The Selected Bidder shall ensure adequate spares are maintained during the warranty period at service center's to maintain the service levels including critical spares to meet service commitments.	As per the RFP

S No.	Section No.	Clause No.	Pg No	Actual Clause as in the RFP	Clarification Sought	Responses
				enclosed by the Bidder in the Qualification Bid. The final list of spares comprising this 2% shall be finalized by UPLC and Bidder before award of contract.		
343	III	3.13.3	37	The selected Bidders shall open or authorize a service centre in all 313 Tehsils as specified in the Annexure - 6 in Uttar Pradesh for the maintenance/comprehensive warranty of Laptops under this RFP. In case the Bidder has no presence in above mentioned locations, he/she shall establish the same within 30 calendar days from the date of notification of award of contract. As soon as the service centre is set up, the selected Bidder shall get it certified by SDM/Tehsildar/any officer designated by DM and shall obtain Service center operational	In case the Bidder has no presence in above mentioned locations, he/she shall establish the same within 60 calendar days from the date of notification of award of contract. This is requested on the background and synchronization with the first delivery of laptops being made to the customer. Since there may be a possibility that the supply may be divided amongst multiple OEMs, we request that the setting up of the number of Service centers across Tehsils also is split up proportionately. This will help reduce cost of the set up and also the spares inventory costs in tehsils where the delivery need not be made by a specific OEM.	As per the RFP

S No.	Section No.	Clause No.	Pg No	Actual Clause as in the RFP	Clarification Sought	Responses
344	III	3.13.3	37	Service center shall be manned by atleast 3 qualified engineers and 1 call co-ordinator.	Service center shall be manned by 1 qualified engineer and 1 call co-ordinator. Vendor shall have the provision to add enigneer if load increases to ensure SLA's are met.	As per the RFP
345	III	3.13.4	37	Help Desk/Call centre Setup	Request authority to clarify whether vendor who are having existing national call centre for customer support can use the existitng the infrastructure. Since setting up and running of call centre is hugely expensive and moreover when the students will be majorily taking their laptop to the nearest service centre for repair their is no much value add of the call centre. Thus vendor who currently may have their help-desk may be allowed to use the same for this project too,	As per the RFP
346	IV	4.2.3	41	Incident 1: 0.5% (>2 days<4 days) of laptop value for every unresolved incident. Incident 1: 1% (>4 days<6 days) of laptop value of every unresolved incident. Incident 1: 2% (>6days) till 15 days, 20% (>15 days) + Laptop replacement	request authority to consider no penalties <6 days, 0.1% / every un-resolved incident (>6 days < 10 days). This is requested on the background that current SLA is very stringent and will have cost escalation overall.	As per the RFP
347	IV	4.2.3	42	Incident 2: 0.5% (>4 days<8 days) of laptop value for every	No penalties <10 days, 0.1% / every un-	As per the

S No.	Section No.	Clause No.	Pg No	Actual Clause as in the RFP	Clarification Sought	Responses
				unresolved incident. Incident 2: 1% (>8 days<10 days) of laptop value of every unresolved incident. Incident 2: 2% (>10days) till 15 days, 20% (>15 days) + Laptop replacement	resolved incident (>10 days < 15 days).	RFP
348	IV	4.2.3	42	Incident 3: 5% per week (>15 days) till laptop value.	No penalties <15 days, 0.1% / every unresolved incident (>15 days <30days).	As per the RFP
349	IV	4.2.4	43	First Level Resolution: Rs.10000/- per % non compliance below 80% Email/Web Response: Rs. 1000/email > hours Speed to Answer: Rs. 25,000/- month for ASA exceeding 60 sec. Abandon Rate: Rs. 25,000/ per month for abandon rate exceeding 5%.	Rs. 10000/- per month for any deviation of all the four parameters.	As per the RFP
350	IV	4.4	44	Total Penalty in year should not exceed 5%.	When every individual parameter is under penalty, Total Penalty in year should not exceed 0.2%.	As per the RFP
351	VI	6.24	79	On completion of Training and Demonstration to both the	We request the committee to modify to 95% payment on delivery and balance 5% against	As per the

S No.	Section No.	Clause No.	Pg No	Actual Clause as in the RFP	Clarification Sought	Responses
				teachers and students at Tehsil/School level 5% of the Order value	BG post training, Demo & warranty completion	RFP
352	VI	6.24	79	On completion of Warranty of 1 year from the Date of Final acceptance sign off. 5% of the Order value	Request Deletion of the clause	As per the RFP
353	VI	6.17	76	(a) The Vendor shall execute and furnish to UPLC a Deed of Indemnity in favour of "UPLC" in a form and manner acceptable to UPLC/GoUP, indemnifying UPLC and GoUP from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind	(a) The Vendor shall execute and furnish to UPLC a Deed of Indemnity in favour of "UPLC" in a form and manner acceptable to UPLC/GoUP, indemnifying UPLC and GoUP from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind alleging that a lenovo branded product provided by lenovo under this arrangement infringes that IPR. Further, Lenovo shall have no obligation regarding any claim based upon: (i) anything Customer provides which is incorporated into, or combined with a Product; (ii) Customer's modification of a Product; (iii) Lenovo's compliance with Customer's specifications or requirements; or (iv) infringement by a third party Product alone, as opposed to its combination with a Lenovo branded Product	As per the RFP

S No.	Section No.	Clause No.	Pg No	Actual Clause as in the RFP	Clarification Sought	Responses
354	A	-	8	Throughout the State of Uttar Pradesh at 313 Tehsils of Uttar Pradesh	Is there any sub area under this 313 areas? So the total delivery address are 313? And if the order will be loaded with one name UPLC? or different name of the different area?, So the same with needs to be captured in invoices.	1) The Laptops are to be dispatched to 313 Tehsils of Uttar Pradesh. 2) Please refer Schedule III of the RFP
355	-	-	13	The Government of Uttar Pradesh vide G.O. No. 413(1)/15-10-2010-47(1)/12TC dated 24th May, 2012 has entrusted this task of procuring the Laptops to U. P. Electronics Corporation Limited (UPLC	U. P. Electronics Corporation Limited (UPLC). is the payer or not? If yes, do they have a funds support from government, and any justification and evidence for this for documentation. They can pay us directly, or still they need to wait till funds from government?	Budget document is available in public domain on the website of Secondary Education Department, GoUP, which may be referred.
356	III	3.8	33	The Insurance Certificate shall form a part of final acceptance sign off document.	What kind of Insurance certificate they want? The issue party, the format? Didn't see any format in appendix. And also the content and	Insurance Certificate from any

S No.	Section No.	Clause No.	Pg No	Actual Clause as in the RFP	Clarification Sought	Responses
					what kind of information they require? Only the confirmation that the goods are under insurance coverage? We have never issue this kind of Insurance certificate before in any of this massive similar projects	Insurance company or its authorized representative that the goods to be supplied are under Insurance coverage shall be accepted.
357	III	3.2	28	Qualifying Benchmark with Score	We would request that BAPCO Sysmark 2007 score can be replaced by independent alternate third party benchmark such as PassMark (64 Bit) CPU Score as AMD ceases to be part of BAPCO consortium.	No Change
358	III	3.2	28	Qualifying Benchmark with Score - 'Request Passmark Score to be also considered/Incorporated.'	We would like to emphasize that PassMark performance Test TM 7 (64 Bit) should be considered. This allows you to objectively benchmark a PC using a variety of different speed tests and compare the results to other computers. You can find more information on <ul style="list-style-type: none"> • PassMark @ http://www.cpubenchmark.net/ 	No Change
359	III	3.2	28	Graphics Processor- 'Request that the processor must/should	AMD would like to emphasize the importance of graphics in today's era of visual computing and	No Change

S No.	Section No.	Clause No.	Pg No	Actual Clause as in the RFP	Clarification Sought	Responses
				support Direct X 11 or Higher.'	would request the addition of "Processor must support DirectX-11 or higher". Advantages of the same are as highlighted. The future of computing is largely visual (e.g. Flash based e-Learning tools, YouTube, Vimeo, etc.) and hence there must be strong emphasis on this part of the processing power as well. This helps the Students to work on certain application in a smoother way.	
360	III	3.2	28	<p>Technical specifications for S.no.2 "Processor (Minimum)"</p> <p>"Intel Pentium Dual core or Equivalent AMD Processor with speed of 2.0GHz or higher"</p> <p>Technical specifications for S.no.8 "Qualifying Benchmark with Score"</p> <p>"BAPCO SysMark 2007 overall score of 115 or Higher with Windows 7 Professional and 2</p>	<p>Present specifications for the processor are driven by frequency and a low performance benchmark score . This can be easily met by legacy & obsolete products dating back to year 2009.</p> <p>Suggestion to mitigate the risk of obsolesce :-</p> <p>a. Please add the phrase "Latest Generation launched not earlier than April 2011" to the existing processor specification to avoid "obsolete" products .</p> <p>Supporting documents to above comments enclosed:</p> <p>1. List of Old & New Intel Pentium & AMD processors which qualifies the present</p>	No Change

S No.	Section No.	Clause No.	Pg No	Actual Clause as in the RFP	Clarification Sought	Responses
				GB Memory”	“performance & frequency specification” with their respective launch dates (All performance results are published from BAPCO™ website :- http://www.bapco.com/support/fdrs/SYSmark2007web.html	
361	III	3.2	28	<p>Preloaded Duel Boot - (with Recovery Disk)</p> <ul style="list-style-type: none"> · Primary Boot Windows 7 Starter edition with Windows Security Essential Anti-Virus · Secondary Boot - Linux/Ubuntu 	<p>Kindly clarify if only windows security essential antivirus is to be quoted, as this is specific to a particular OEM.</p> <p>Clause may be edited to be read as mentioned below: “Antivirus solution should have the ability to protect windows and Linux/ ubuntu Environment with advance anti-malware, worms, Trojans, malware etc. & anti spyware protection”.</p>	No Change
362	III	3.2	28	<p>Preloaded Duel Boot - (with Recovery Disk)</p> <ul style="list-style-type: none"> · Primary Boot Windows 7 Starter edition with Windows Security Essential Anti-Virus · Secondary Boot - Linux/Ubuntu 	<p>Kindly clarify if Antivirus solution is required only for Windows Operating system and not for Linux/Ubuntu Operating System as there are multiple set of attacks on Linux/Ubuntu Operating Systems also.</p> <p>Clause may be edited to be read as mentioned below: “ Antivirus solution should have the ability to protect both windows and Linux/ ubuntu Environment with advance anti-malware, worms, Trojans, malware etc. & anti spyware protection”</p>	No Change

