



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

Corrigendum – I
(In response to the Queries made by the Prospective Bidders)

For

**SELECTION OF VENDOR(S) FOR SUPPLY OF TABLETS
THROUGHOUT THE STATE OF
UTTAR PRADESH**

Tender No: UPLC/HW/2012/15

Date: 26th December 2012

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Corrigendum for RFP For Selection of Vendor(s) for supply of Tablets throughout the State of Uttar Pradesh

S. No	Section No.	Clause No.	Pg No.	Actual Clause/Ref/sub as in the RFP	Clarification Sought	Responses
1.	III		31	Drop Test specifications:	on Page 31, it says height should be 1 meter. on Page 36, it says as per MIL-STD-810G on Page 192, it says the height should be 25 mm as per IS-9000-7-4. (Article 6.1)	Drop Test Certified by STQC as per their standard.
2.	III			3G requirement	Is it voice and data or only Data?	At least Data
3.	III				Language support requirement is not clear. It is mentioned that 27 languages should be provided. But it is not clear if all the languages need the same kind of support as English, Hindi and Urdu	Rendering engine and language processing software for English, Hindi, Urdu should be preloaded
4.	-	-	-		In case the bidder takes to supply only part quantity, let's say 50% of total required quantity., how will the areas of distribution and service centre opening be allocated to him. Will the UPLC take concurrence from the bidder/ supplier or allot areas on their own?	1) The same shall be decided by GoUP/UPLC at the later stage during the signing of the Agreement. 2) UPLC reserves the right to allocate the areas among the successful bidders in case contract is awarded to more than one successful Bidder.
5.	II				In case the consortium is represented by a foreign OEM who is a manufacturer of tablets outside India and he has a representative company in India for service and support, what is the qualification criteria requirement. for this Indian company in terms of number of years of existence, turnover, finances and experience.	As per the RFP
6.					the packing necessarily required to be thermocol or any alternate material packing like plastic/ corrugated board moulded cavity with form fitment will do?	As per the RFP
7.	I	1.5	17	EMD	Can it be waived off for BEL which is a Defense PSU?	As per the RFP
8.	II	4	23	Authorised signatory	It is quite cumbersome to get approval of Board for nominating an authorised signatory for tenders. Please change "Board of Directors" to "a Full time Director" in case of DPSU like BEL.	As per the RFP
9.	II	11	26	Support Mechanism	BEL intends to bid on its own for supply of tablet PCs and appoint franchisees having presence in UP for service. Are the franchisees required to meet consortium partner requirements?	As per the RFP

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10.	III	3.2.12	31	Battery	Battery capacity may be more than 4000mAH. Can the battery type be Li Polymer instead of Li Ion?	Li-Polymer is acceptable
11.	III	3.2.2	30	Display size and Technology	Can the display be 10.1 inch. What should be the aspect ratio 4:3 or 16:9	No Change
12.	III	3.2.3	30	Display Resolution	Can the resolution be 1024 X 600. What is the minimum acceptable ppi	No Change
13.	III	3.2.6	30	Memory	Can 8 GB Internal Memory can be eMMC or iNAND?. Should 32GB MicroSD be supplied along with the unit? If it is only NAND flash, then how many bits of error correction per page is needed?	No Change
14.	III	3.2 (12)	31	Ports	What is the total no of USB ports required? 1 Type A+1 micro USB or 2 micro USB with adaptor cable for Type A ? As per clause 3.2.19 Over USB, Support for Ethernet, GPRS/3G, USB Stick with FAT file system, printer, keyboard, mouse is required which means a SIM slot cannot be provided as part of the Tablet PC. Please clarify.	(1 USB + 1 Micro USB) or (2 Micro USB with converter cable Micro USB to USB) with GPRS + 3G SIM Card Slot + 1 Micro SD card slot
15.	III	3.2 (23)	34	Accessories	Is there a need for a solar charger or additional battery?	No
16.	III	3.3	35	Sample tablet	Variations In colour, size, appearance etc of tablet PCs from bulk production with that of the sample may be allowed as long as the specifications are met or exceeded.	More than one sample may be submitted but variation between certified sample and supply will not be allowed.
17.	III	3.6	37	Visit by UPLC Officers	What is the extent of expenditure that Bidder shall absorb - all travel / local travel / accommodation etc?	As per the RFP
18.	III	3.7(h)	38	Inscribing cartons...	This may be quite cumbersome to execute. Please drop.	As per the RFP
19.	III	3.9(b)	39	Delivery to SDM	Prior arrangement may be made at tehsils to receive and certify receipt (persons, strong room etc). A nodal officer may be nominated for each tehsil who will be single window for bidder for all purposes of this tender.	UPLC/GoUP shall issue necessary orders regarding the space availability for Tablets at Tehsils. UPLC shall provide the required details (contact person name & position, phone, e-mail) to receive and certify the receipt of Goods at Tehsils during the signing of the Agreement.

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20.	IV	4.2.3	48	Repair of tablet PC	In case of misuse / abuse / willful damage etc, warranty can't be applied. What is the mechanism to decide the cause of defect?	As per standard warranty conditions of the OEM.
21.	VII	7.1(e)	104	Removal of key personnel	Replace 'consent' with 'information'.	As per the RFP
22.	III	3.2.1	30	Operating system (OS): Android 4.0 ICS or Later/Higher or Windows OS	Latest version to be provided such as Android 4.0 (Ice Cream Sandwich) / Windows 8	No Change
23.	III	3.2.2	30	Display size and Technology: - 9.7 inch Diagonal Size or Higher Capacitive LCD, Multi touch Display intensity to support at least three level of intensity. Display should be readable in daylight in-room lighting conditions. Preferably also readable in shade outdoor in daylight	Display Size to be increased to 10.1 . Technology 10.1" WXGA TFT Size 10.1" Color Depth 16M. Larger Screen , better viewing experience	No Change
24.	III	3.2.3	30	Display resolution: 1024 x 768 pixels or Higher, 24 bit true colour or better display	More display resolution means better picture quality. The submission is to increase the resolution to 1280x800	No Change
25.	III	3.2.4	30	Front camera: - VGA (0.3 MP) or Higher	Better MP better picture quality, specially while doing video conference. The submission is to increase the specifications to 1.9 MP	No Change
26.	III	3.2.5	30	Rear camera: 2.0 MP or Higher	Better MP better picture quality, specially while doing video conference. The submission is to increase the specifications to 5.0 MP	No Change
27.	III	3.2.6	30	Memory: 8 GB Internal Flash (NAND) Memory 32GB Memory SD Card in SD Card slot	More internal memory means faster operation and better performance. Therefore it is recommended to increase it to 16GB, External Memory Upto 32GB External Memory	No Change
28.	III	3.2.8	30	Processor: Cortex A8 / Multi Core / Intel or equivalent 1.0 GHz Processor or Higher	Better Processor speed means better performance and it would allow you to run multiple applications without performance degradation. Recommendation is to increase the same to 1.4GHz Quad Core CPU Clock Rate	No Change
29.	III	3.2.9	30	RAM: 1GB DDR3	Higher the memory higher the speed, better performance of the device. Recommendation is for 2GB SDRAM	No Change
30.	III	3.2.11	31	Wi-Fi: IEEE 802.11 b/g support with WPA 2. 15 meters range minimum with a throughput of at least 1MB per second of file transfer between unloaded server and the tablet	Recommended : 802.11 a/b/g/n 2.4 + 5GHz	No Change

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31.	III	3.2.13	31	Battery: 4000 mAh Li-Ion or Higher (Minimum 6 Hours Battery Backup), Replaceable Battery Pack	For 10" Device minimum 7000 mAH batter is required as per the stand by and working time requested in the RFP. The same should be changed to 7,000mAh, Talk Time * Up to 4,310 minutes (2G) / Up to 2,280 minutes (3G) Stand-by Time * Up to 2,230 hours (2G) / Up to 2,020 hours (3G)	No Change
32.	III	3.2.14	31	Bluetooth:Standard Bluetooth 2.0 or Higher	Should be changed to BT 4.0 LE considering the upcoming technologies	No Change
33.	II	1 (b)	21	In case of OEM (being Parent Company) of Tablets/ Laptops/ PCs/ Mobile Handheld devices, which is not registered under the Companies Act, 1956 in India, the bid can be submitted by its wholly owned subsidiary which is registered and is in operation in India for the last 3 years, provided all other qualification criteria laid down herein are fulfilled by the OEM.	The RFP is for the supply of Tablet PCs and has the eligibility of OEM / Bidder should be focused on their capabilities of supplying Tablet & Phones only	As per the RFP
34.	II	2(a)	22	The Bidder (Prime Bidder in case of a Consortium) should be an established Original Equipment Manufacturer in India or Abroad OR System Integrator in India for Tablets/ Laptops/ PCs/ Mobile Handheld Devices and should have been in this business for a period of at least three years as on date of submission of bid.	The RFP is for the supply of Tablet PCs and has the eligibility of OEM / Bidder should be focused on their capabilities of supplying Tablet & Phones only	As per the RFP
35.	II	1(b)	21	Mobile Handheld devices	Mobile phones (handsets) are included as part of this definition	As per the RFP
36.	II	5	23	The Bidder (Prime Bidder and OEM in case of a Consortium) should have an average annual turnover of at least INR 1,100 Crores during the last three financial years (i.e. 2009-2010, 2010-2011, 2011-2012).	Prime Bidder (System Integrator) and OEM combined should have 1100 Crores average annual turnover for past 3 years, with each of them individually as 200Crores average annual atleast? Also, is OEM's global revenue considered eligible for this? If yes, what conversion rate is applicable? (USD to INR)	As per the RFP

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37.	Annexure	Annexure 2	175	In case of Consortium no Company will be allowed to participate in more than one Bid i.e. they should have exclusive partners in case it is observed that any Consortium have a common partner then such Consortiums will stand disqualified and under no circumstances their Bids will be entertained. An undertaking in this regard has to be enclosed.	Does non-prime bidder need to be exclusive to one consortium only?	Yes. The non - prime bidder needs to be exclusive partner to one consortium only.
38.	III	3.2	31	1 USB (Port type A), or Micro USB to USB Cable, 1 Micro USB + GPRS + Sim Card Slot +1 Micro SD Slot	Total 1 Micro USB port and 1 USB port (i.e. total 2 ports) required?	(1 USB + 1 Micro USB) or (2 Micro USB with converter cable Micro USB to USB) with GPRS + 3G SIM Card Slot + 1 Micro SD card slot
39.	II	10	25	Multiple work orders of supplied quantity of 6,00,000 of Tablets/ Laptops/ PCs/ Mobile handheld devices including 60,000 exclusive shipment of tablets during the last 3 years from date of submission of the bid shall be considered. Only Dispatches made from vendor warehouses shall be considered.	The condition for 60K tablets includes shipments for both OEM and Prime bidder (SI) combined?	As per the RFP
40.	III	3.2	30	Intel or equivalent 1.0Ghz Processor	Please specify 'equivalent' as many possible processor options (with various countries of origin) are available	No Change
41.	III	3.2	30	3G Support- Yes	Is this through a 3G dongle or via 3G SIM?	3G SIM Slot

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42.	III	3.2	33	Intended Applications- Preparation for exams/tests : Course exams, mock tests, CAT, GATE, JEE, AIEEE etc	<p>The para describes the intended applications for the device. One of the most important application includes using the tablet for preparation for competitive exams like IIT JEE, AIEEE, CAT etc as well as learning ebook reading . This will require an application to be preloaded in the tablet which acts like “digital library management (DLM) platform” so that student can reach the required course/ subject/ topic and reading material or tests very easily. Without this the student will not be able to find and study any topic in thousands of topics. This application will need to be usable in both online and offline mode.</p> <ol style="list-style-type: none"> 1. Are you expecting vendor to provide this application of “digital library management (DLM) platform” which can be preloaded on the Tablet? 2. Does the vendor has to include the digital content for all these tests , especially that of engineering tests, since the student is in Grade XI and XII . If yes, in which languages? Only in English or also in Hindi and Urdu? 3. If the content is provided by the government, who will integrate with the DLM platform? 	No Change
43.	II	1 (a) & 1 (b)		Parent Guarantee	<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 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: a. HPISPL has an average annual turnover of atleast Rs. 2500 crores in the last 3 financial years, b. HPISPL has positive Net</p>	As per the RFP

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					<p>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> <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>	
44.	II	1 (a) & 1 (b)		Parent Guarantee	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:- 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. Accordingly, the documents required in this regard should also be amended to state the following:- A self-certification from the Company Secretary or from Managing Director / Director of Bidder stating that Bidder is ultimately owned by its parent company. No guarantees from parent company can be provided.	As per the RFP
45.	III	3.6		Customer officers visit to manufacturing plant	As per Tender the cost for such visits shall be borne by the Bidder. As this involves a cost incurred by the customer, the cost should be borne by the customer.	As per the RFP
46.	III	3.6		Pre-Dispatch Inspection	The % of sample to be tested during the PDI by TPA is not specified. HP proposes a sample of 1% of the quantity to be tested during PDI by TPA. This would serve the purpose of quality control and at the same time expedite the movement of materials, resulting in timely execution and lower overall project cost.	As per the RFP
47.	III	3.6		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.	Query irrelevant

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48.	Section III	3.8		Insurance till delivery and commissioning	Kindly clarify on the period till which Insurance is required. As per tender document, the Insurance of materials is till the delivery and commissioning. We request to remove 'commissioning', as there is no commissioning in the scope of work for vendor.	As per the RFP
49.	Section III	3.8		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 needs to be submitted by the Bidder.
50.	Section III	3.9		Delivery Schedule	1) Customer to provide all road permits, required for billing from outside the state? Request your confirmation on the same. 2) In view of the large quantities involved in this order, HP would like to propose for 90 days delivery period for the first 5%. 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.	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 signing of the Agreement. 2) As per the RFP
51.	Section III	3.10		Post-delivery Sample Inspection and Testing	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's standard DOA (Dead on Arrival) process. Removing this additional project milestone, will also help to reduce the overall cost and timelines on the project. OR HP proposes: If the Inspection is delayed beyond 1 week due to any customer related reasons, the materials will be deemed to be accepted by customer.	As per the RFP

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52.	Section III	3.11		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 manageability of this tender.</p> <p>OR</p> <p>HP would like to propose a very efficient 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 standardized and world-class content to the trainees, and can cover a much wider scope as compared to limited classroom trainings.</p> <p>OR</p> <p>If UPLC retains the existing mode of training and demonstration, HP 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. 3) Instead of 'Attendance sheet', we would suggest for a single training/demo completion certificate from the principal/school representative, which would help to increase the convenience of documentation. 	As per the RFP

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53.	III	3.12		Final Acceptance Sign off	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 manageability of this tender. OR If UPLC retains the 'Final Acceptance' milestone, HP 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 occurred, 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.	As per the RFP
54.	III	3.13		Warranty	HP assumes that the Warranty requirement will be 'Carry in' to service centre and not onsite on customer/user premises. Request your confirmation.	The warranty is 'carry in' to service centre and not onsite.
55.	III	3.13.1 (b)		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 earlier.	As per the RFP
56.	III	3.13.3		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 villages and remote areas.	As per the RFP
57.	III	3.13.4 (a)		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
58.	Schedule III	b		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
59.	III	3.13.2		Inventory of Spares	HP assumes that the complete inventory maintained at service centers for support (including spares/components, new MAIN PBA/ PCBs/ ICs and complete Tablets) will be limited to 2% of the value. Request UPLC to confirm this assumption.	As per the RFP

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60.	IV	4.1		Definitions of 'Incident'	HP requests to remove the terms 'virus in Tablet' from the definitions of 'Incident'. Although, the tablets will have standard antivirus, the risk of virus in tablet is largely dependent on the type of use.	As per the RFP
61.	IV	4.1		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.	As per the RFP
62.	IV	4.2.1		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. This is also a joint responsibility of both UPLC and Vendor.	As per the RFP
63.	IV	4.2.4		Penalty on Help Desk Services	HP proposes for removal of penalties on 'Help Desk Services'.	As per the RFP
64.	IV	4.4		Maximum Penalty	As per tender, The total Penalty in the year shall not exceed 5% of the total value of the Order. 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
65.	IV	4.4 & 4.5		Penalty and Liquidated Damages	HP proposes to exclude below conditions from imposition of any kind of Penalty or Liquidated Damages: - 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	As per the RFP
66.	IV	4.5 (a)		Liquidated Damages	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 240 days is applicable for Delivery only. There is no scope of 'Commissioning' to be done by Vendor, in this tender.	As per the RFP

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67.	V	5.10		Bid Prices	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. HP proposes, that any such change/revisions post contract signing, would be applicable only after mutual discussion and agreement between customer and Bidder.	As per the RFP
68.	V	5.11		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
69.	V	5.14		EMD Value and form (Demand Draft/Banker's Cheque)	HP would like to request UPLC to reduce the value of required EMD from INR 24 Crs to INR 10 Crs.	As per the RFP
70.	V	5.18.7 (a)		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 shall be released irrespective of the awarded quantity.
71.	V	5.18.7 (b)		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 UPLC/GoUP at the later Stage.
72.	V	5.26		Validity of Performance Guarantee	HP proposes for a fixed validity period for the Performance Guarantee. We propose the 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.	As per the RFP
73.	V	5.29		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.	As per the RFP
74.	V	5.15		Bid Validity Period	HP would like to propose for a reduction of bid validity from 6 months to 3 months.	As per the RFP

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75.	VI	6.12		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 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.	As per the RFP
76.	VI	6.13		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
77.	VI	6.14 (i)		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

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S. No	Section No.	Clause No.	Pg No.	Actual Clause/Ref/sub as in the RFP	Clarification Sought	Responses
78.	VI	6.17		Indemnity	HP proposes the following clause to be substituted with the existing clause:- HP will defend and/or settle any claims against 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.	As per the RFP
79.	VI	6.18		Confidentiality	HP requests UPLC to share a draft copy of the NDA for HP to revert with its comments.	The NDA shall be shared by UPLC/GoUP before the signing of the Agreement.
80.	VI	6.22		Right to temporarily suspend work	HP requests UPLC for a 60 days notice before any kind of suspension of work.	As per the RFP
81.	VI	6.24		Decentralized payment from Districts	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 project cost and schedule. HP would like to request for centralized bill submission and release of payments from a single location.	As per the RFP
82.	VI	6.24		Financials of customer / project	Request UPLC to 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.	Budgetary estimates are available on the website of Secondary Education Department, GoUP, which may be referred.
83.	VI	6.24		Payment Schedule	HP would like to propose below payment schedule: * 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

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S. No	Section No.	Clause No.	Pg No.	Actual Clause/Ref/sub as in the RFP	Clarification Sought	Responses
84.	VI	6.24		85% of payment on Delivery	We request to change this to 90% on delivery. This is as per the agreed payment milestone in previous hardware tender from UPLC.	As per the RFP
85.	VI	6.24		Final 10% of payment on Warranty completion	In view of the time to receive the final 10% becoming more than 1 year, HP would like to request UPLC to release this payment against submission of additional 10% PBG valid till completion of Warranty. Also, request UPLC to clarify on the documentation required for release of last 10% payment (successful completion after warranty). Blocking of the payment for more than 1 year, will impact the cash flow of the Vendor.	As per the RFP
86.	VI	6.24		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.	The contact details shall be shared by UPLC/GoUP before the signing of the agreement.
87.	VI	6.28 (e)		Right to suspend delivery and services	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. 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 orverdues 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 applicable during such suspensions by Bidder.	As per the RFP

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S. No	Section No.	Clause No.	Pg No.	Actual Clause/Ref/sub as in the RFP	Clarification Sought	Responses
88.	VI	6.26 c		Consequences in event of default	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.	As per the RFP
89.	VI	6.28		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
90.	VI	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
91.	VI	6.28		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
92.	VI	6.3		Penalty - Right to deduct from price or receive payment	HP proposes for UPLC to claim any penalty amount separately and HP will pay any due amount separately. This is proposed in view of the accounting complicity resulting from any deduction of due invoices.	As per the RFP
93.	VI	6.33 (b)		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

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S. No	Section No.	Clause No.	Pg No.	Actual Clause/Ref/sub as in the RFP	Clarification Sought	Responses
94.	VI	6.34		Limitation of Liability	<p>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 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 HP, 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 HP for all claims cumulatively shall be limited to total fees received by HP under this Agreement. Sub-clauses (b), (d), (e) and (f) are ok for this clause.</p>	As per the RFP
95.	VI	6.39 (c)		Force Majeure	HP requests that risk purchase rights shall not be applicable during the event of Force Majeure and requests deletion this provision in clause 6.39 (c).	As per the RFP
96.	VI	6.4 (viii)		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

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S. No	Section No.	Clause No.	Pg No.	Actual Clause/Ref/sub as in the RFP	Clarification Sought	Responses
97.	VI	6.4 (ix) & (xi)		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 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.	As per the RFP
98.	VI	6.5 (c)		Scope of Work / contract	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. 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 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.	As per the RFP
99.	VI	6.40.3		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
100.	VI	6.4 (b)vii		Representations & Warranties	Any upgrade can only be offered before the units are shipped by OEM, subject to change of new technology available at the same price.	As per the RFP

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S. No	Section No.	Clause No.	Pg No.	Actual Clause/Ref/sub as in the RFP	Clarification Sought	Responses
101.	VII	7.1 (d)		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
102.	II	1(b)		Qualification Criteria	a. In case of OEM : If an Indian Company/Subsidiary represents a Foreign Company, is the criteria applicable to the Foreign Company or to the Indian Company which is representing the foreign company?	As per the RFP
103.	II	5		Qualification Criteria	a. Should the prime bidder and OEM together have an average turnover of Rs 1,100 Crores or is it ONLY the prime bidder ?	As per the RFP
104.	II			Qualification Criteria	Supposing, the bidder company does not meet the turnover criteria but its majority shareholder(another Pvt. Ltd Company)meets the criteria. In this case, will you consider the turnover of the shareholding company for turnover criteria. So, ONLY the Majority shareholder of the OEM(Bidder) company meets the turnover criteria. Is this okay?	As per the RFP
105.	II	5		Qualification Criteria	Amendment on the Rs. 1100 crore avg. turnover of the Prime Bidder in the last three years. we request it should be the Group's turnover.(The sister company bidding can be two years old and does not have an avg. of 1100 crore three years turnover but the Group has more than 1,100 crore turnover.)	As per the RFP
106.	III				2G to be removed. as, the students will misuse the Device for which it is being provided. (Bridging the digital divide)	No Change
107.					Payment : UP govt. to pay for the delivered batch , within 7 days once documents have been submitted by the Prime Bidder or the UP Govt. should issue an LC (Irrevocable, Part Shipment Allowed, Payment At Sight) as per batches.	As per the RFP
108.	-	-	-		Preference to be given to Made in India. Advantage will be given to the Bidder with manufacturing base at UP.	As per the RFP
109.	-	-	-	-	1) Are the Funds utilized for Laptops & Tables Different	Budgetary estimates are available on the website of Secondary Education Department, GoUP, which may be referred.

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S. No	Section No.	Clause No.	Pg No.	Actual Clause/Ref/sub as in the RFP	Clarification Sought	Responses
110.	VI	6.24	86	Payment Schedule	Quality Certificate : a) Quality Certificate should be One Single Certificate for all orders from ODM will suffice, OR b) Quality Certificate is required for every batches / lots received from ODM OR c) Every invoice should contain Quality Certificate Letter from OEM d) Is there any format for Quality Certificate to be given to UPLC	Quality Certificate shall be issued batch wise and copy of the same shall be submitted to the District Magistrate for the payment of the bidder.
111.	VI	6.24	86	Payment Schedule	Insurance Certificate : "Intransit Open Policy will be taken for the total qty allotted at 110% & Insurance cover note will be prepared based on the Individual Invoices "	May be considered by UPLC / GoUP.
112.	VI	6.24	86	Payment Schedule	To get 85% payment - Should all 4 copies should be Original ? Or 1 should be Original & Other 3 can be Copy.	4 copies should be original and clearly marked for each receipt. - 1st Copy - District Magistrate - 2nd Copy - SDM/Tehsildar/Officer designated by DM - 3rd Copy - UPLC - 4th Copy - Vendor
113.	VI	6.24	86	Payment Schedule	Are payments dependent on the funds being received from Govt. Treasury & how would they ensure adherence to 45 working days from receipt of invoice by DM. Also would like to know who or which department would be responsible for the payment release or for payment interaction.	The Funds shall be arranged by the GoUP and transfer of the Funds shall be done to the concerned Districts. Payment to the Vendor shall be done by the concerned District Magistrate. UPLC/GoUP shall ensure the release of the payment to the Vendor as per terms and conditions of the RFP
114.	VI	6.24	86	Payment Schedule	TDS - If any : they would need to give in the prescribed format as Income Tax Dept., will not accept any other format	As per the RFP

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S. No	Section No.	Clause No.	Pg No.	Actual Clause/Ref/sub as in the RFP	Clarification Sought	Responses
115.	VI	6.24	86	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 date of Final Acceptance sign off as per section 3.12	PBG would have been submitted as required by the tender; the final payment of 5% should be released immediately with no waiting period; Tender calls for waiting for warranty period	As per the RFP
116.	VI	6.24	86	5% Payment - On completion of Training and Demonstration to both the teachers and students at Tehsil/School level	1) Just - Confirmation of Demonstration to student's certificate & Training to Teachers certificate as per Annexure-11 & 12. - is enough to get this payment OR Should we submit any other document for this payment	As per the RFP
117.	VI	6.24	86	10% Payment - On completion of Warranty of 1 year from the Date of Final acceptance sign off.	1) What are the documents to be submitted to get this payment & how many copies & to whom all should be submitted	Copy of Sign off with self-Undertaking from the Bidder certifying the successful completion of Service centres in the Concerned Tehsils of the District shall be submitted to the concerned District Magistrate. GoUP shall issue necessary orders regarding the payment on successful completion of warranty of 1 year.
118.	III			Display size and Technology: 9.7 inch Diagonal Size or Higher Capacitive LCD, Multi touch Display intensity to support at least three level of intensity. Display should be readable in daylight in-room lighting conditions. Preferably also readable in shade outdoor in daylight	Could screen size be revised to 9" or above? A 9" screen does not compromise on performance compared to 9.7".	No Change
119.	III			Memory: 32GB Memory SD Card in SD Card slot	microSD Card slot acceptable? Is 32 GB card also needed?	As per the RFP
120.	III			3G Support: Yes	Is Voice Calling Support Required?	At least Data
121.	III			Ports: 1 USB (Port type A) or Micro USB to USB Cable, 1 Micro USB + GPRS + SIM Card Slot + 1 Micro SD Card slot	Total of 1 USB slot required or 2? MicroHDMI not needed?	(1 USB + 1 Micro USB) or (2 Micro USB with converter cable Micro USB to USB) with GPRS + 3G SIM Card

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S. No	Section No.	Clause No.	Pg No.	Actual Clause/Ref/sub as in the RFP	Clarification Sought	Responses
						Slot + 1 Micro SD card slot
122.	III			Battery: 4000 mAh Li-Ion or Higher (Minimum 6 Hours Battery Backup), Replaceable Battery Pack	Does this mean a spare battery is required too? Alternately can the Battery Life be improved to 8 hrs instead of a replaceable Battery pack?	Not Required
123.	III			Bluetooth: Standard Bluetooth 2.0 or Higher	Bluetooth 4.0 should be considered as the standard as it uses lesser energy than v3.0 and is much faster than v 2.1	No Change
124.	III			Press shut Packaging without Screws for the Plastic enclosure.	Is this still required if an enhanced battery life is provided?	No Change
125.	III			Warranty: 100% comprehensive warranty for One Year	On-Site or carry-in? What's the Battery warranty expected? Accidental damages will not be covered in Comprehensive Warranty	As per the RFP
126.	III			Testing / Benchmark: The Vendor should provide Quality Test and Drop Test (from Minimum One Meter Height) Certificates from STQC or Indian Government Authorized Labs on specifications & quality of the product.	Suggest considering a benchmark of drop from 75 cm on a wooden surface. Also drop test must be conducted on four corners and all six sides	Drop Test Certified by STQC as per their standard.
127.	III			Spill resistant for liquid such as water, milk, tea etc.	Need more clarity. Can this be quantified?	As one would encounter in normal operating condition
128.	III			Humidity resistance for 95% humidity exposure for 10 hours.	Must also test for humidity resistance for 95% exposure for 1 hour in Working mode	As per STQC standard
129.	III			Standard test cases to be created for testing of the output in various Indian languages. The specified behavior for legal as well as illegal combinations of characters to be checked for.	Test cases need to be provided for how many languages? Can you please specify the languages?	Hindi, English, Urdu
130.	III			Preparation for exams/tests: Course exams, mock tests, CAT, GATE, JEE, AIEEE etc.	How will this be done? Through Android Apps? Do any Apps need to be pre-loaded?	Whatever content will be provided, same will be preloaded by the bidders
131.	III			Handwriting software to record the graphic annotations (for electronic exercise book)	Are there any vendors identified for such software?	Not required
132.	III			The manufacturer to provide Software for Firmware upgrade.	Software upgrades for Android may depend on Hardware Specs set out by Google. Manufacturer can provide upgrades as long as it is supported by Google	Accepted

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S. No	Section No.	Clause No.	Pg No.	Actual Clause/Ref/sub as in the RFP	Clarification Sought	Responses
133.	III			Manufacturers to carry out such tests on a random basis. Certificate may be issued by a certifying authority for the product rather than for the samples on batch basis.	Please clarify what tests are referred to here.	Compliance of all the requirement/test
134.	II	1	21	<p>· The Bidder (Prime Bidder and all members in case of a Consortium) should be registered under Companies Act, 1956 in India since last 3 years. · The Bidder or Prime Bidder (in case of consortium) should have been in operation for a period of at least 3 years in India.</p> <p><u>Documents Required</u></p> <ul style="list-style-type: none"> · Certificate of Incorporation. · Certificate of Commencement of Business issued by the Registrar of Companies. · Memorandum and Articles of Association. · Annual Reports for the last 3 years. 	<p>In this regard, we request you amend the clause as " The Bidder or Prime Bidder (in case of Consortium) should be registered under Companies Act, 1956 in India since last 3 years and submit below mentioned documents.</p> <p><u>Documents Required</u></p> <ul style="list-style-type: none"> · Certificate of Incorporation. · Certificate of Commencement of Business issued by the Registrar of Companies. · Memorandum and Articles of Association. · Annual Reports for the last 3 years. <p>- In case the foreign firm is being proposed as the consortium partner, the firm needs to be registered in the respective country of it's origin.</p>	As per the RFP

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S. No	Section No.	Clause No.	Pg No.	Actual Clause/Ref/sub as in the RFP	Clarification Sought	Responses
135.	II	10	25	The Bidder (Prime Bidder in case of a Consortium) should have successfully shipped at least 6,00,000 Tablets/ Laptops/ PCs/ Mobile handheld devices within the last 3 years to clients/ Dealers/ Distributors. · Also out of the above mentioned quantity atleast 10% (Ten percent) i.e. 60,000 tablets exclusively should have been shipped within the last 3 years to clients/ Dealers/ Distributors. Note: Multiple work orders of supplied quantity of 6,00,000 of Tablets/ Laptops/ PCs/ Mobile handheld devices including 60,000 exclusive shipment of tablets during the last 3 years from date of submission of the bid shall be considered. Only Dispatches made from vendor warehouses shall be considered.	In this regard, we request you amend the clause as The Bidder (Prime Bidder in case of a Consortium) or OEM should have successfully shipped at least 6,00,000 Tablets/ Laptops/ PCs/ Mobile handheld devices within the last 3 years to clients/ Dealers/ Distributors. · Also out of the above mentioned quantity atleast 10% (Ten percent) i.e. 60,000 tablets exclusively should have been shipped within the last 3 years to clients/ Dealers/ Distributors. Note: Multiple work orders of supplied quantity of 6,00,000 of Tablets/ Laptops/ PCs/ Mobile handheld devices including 60,000 exclusive shipment of tablets during the last 3 years from date of submission of the bid shall be considered. Only Dispatches made from vendor warehouses shall be considered.	As per the RFP
136.	II	Clause 16	27	The Bidder (Prime Bidder in case of a Consortium) should submit a Sample Tablet along with Test Report of the submitted sample Tablet.	Considering the customized confirmation of tablets sought by UPLC and the significant lead time involved in getting the same finalized and tested, we request UPLC to either extend the current due date for submission by atleast 3 weeks or allow bidders additional 3 weeks beyond the current submission due date towards submitting sample tablet with test report.	Please refer to the Corrigendum.
137.	VI	Clause 6.4	86	Payment Schedule	Considering the significant investments envisaged from the bidder, request to amend the payment terms as below: 90% of the Order value - On delivery of the Tablets at the locations specified by State Government. 5% of the Order value - On completion of Training and Demonstration to both the teachers and students at Tehsil/School level 5% of the Order value - On completion of Warranty of 1 year from the Date of Final acceptance sign off or against PBG of equivalent value	As per the RFP

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S. No	Section No.	Clause No.	Pg No.	Actual Clause/Ref/sub as in the RFP	Clarification Sought	Responses
138.	VI	Clause 6.4	86	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
139.	V	Clause 5.12, page 59	59	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
140.	V	Clause 5.18.2 f	62	Conditional Bids will be rejected.	We request UPLC to include the clause as follows: 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
141.	III	POINT 6	30	TABLET SPECIFICATIONS	Do we need to give 32GB Memory card populated in the card slot?	Yes
142.	III	POINT 8	30	TABLET SPECIFICATIONS	Processor – Can it be single core Cortex A8?	As per the RFP
143.	III	point 10	30	TABLET SPECIFICATIONS	Does it mean external 3G dongle support or inbuilt 3G through SIM slot? b. Is Voice support needed?	a) 3G SIM Slot. b) At least data.
144.	III	point 11	31	TABLET SPECIFICATIONS	15M range which is mentioned is not clearly defined along with conditions of operation or any fixed standard. 1MB per second throughput It is very difficult to reach. It should be WIFI-802.11 b/g/n with range of 15M in clear line of sight.	As per the RFP
145.	III	point 12	31	TABLET SPECIFICATIONS	a. 1 USB (Port type A) or Micro USB to USB Cable, 1 Micro USB – Not clear. Can it be one mini/ micro USB port with Mini/ Micro USB to USB Cable? – confirm	(1 USB + 1 Micro USB) or (2 Micro USB with converter cable Micro USB to USB) with GPRS + 3G SIM Card Slot + 1 Micro SD card slot
146.	III	point 12	31	TABLET SPECIFICATIONS	2 USB Ports as it will make the product costing go up and also increase the thickness of the product. If the use is to attach Keyboard, it can also be done via BT which is anyways part of the BOM of the Tablet	(1 USB + 1 Micro USB) or (2 Micro USB with converter cable Micro USB to USB) with GPRS + 3G SIM Card Slot + 1 Micro SD card slot
147.	III	point 12	31	TABLET SPECIFICATIONS	1 USB (Port type A) or Micro USB Port with Micro USB to USB Cable will suffice.	(1 USB + 1 Micro USB) or (2 Micro USB with converter cable Micro USB to USB) with GPRS + 3G SIM Card

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S. No	Section No.	Clause No.	Pg No.	Actual Clause/Ref/sub as in the RFP	Clarification Sought	Responses
						Slot + 1 Micro SD card slot
148.	III	point 12	31	TABLET SPECIFICATIONS	b. GPRS+ SIM card slot is mentioned – It is 2G or 3G?	3G SIM Slot
149.	III	point 13	31	TABLET SPECIFICATIONS	a. 4000mAh Li-Ion is not capable to provide 6 hours of backup. We Suggest min. 6000mAh Li-Polymer battery. It is suggested to change from Li-Ion to Li-Polymer type of battery as it will have better current handling, longer life cycle & thinner especially in the case of higher capacity batteries. Also all high capacity tablet batteries are now in Li-Polymer (Li-Po) type. 6000mAh Li-Po or Higher (minium 6 Hours Battery Backup will be suffice.	Li-Polymer is acceptable
150.	III	point 13	31	TABLET SPECIFICATIONS	b. Replaceable battery is written – Battery of the tablet can be made replaceable in the authorized service center. It is not advisable to change the battery directly by the user as the tablet battery is very high capacity and may cause injury to the user.	Not Required
151.	III	point 16	31	TABLET SPECIFICATIONS	a. Sensor gravity – Light sensor - can it be removed? In tablets there is no use of Light Sensor. The intensity of the LCD screen can be manually adjusted by the user. Sometimes the light sensor can also malfunction or give incorrect light sensing.	No Change
152.	III	point 16	31	TABLET SPECIFICATIONS	b. Sensor gravity – Gyroscope - can it be removed? In tablets there is no use of Gyroscope as it is mainly used for Navigation/Compass purpose. This Tablet does not require to support GPS	No Change
153.	III	point 16	31	TABLET SPECIFICATIONS	In RFP it should be Sensor Gravity – Accelerometer	No Change
154.	III	point 17	31	TABLET SPECIFICATIONS	a. Is this cover case required for individual tablet or for bulk packaging for transportation?	Required for individual tablet
155.	III	point 17	31	TABLET SPECIFICATIONS	b. What is meant by Press Shut packaging?	As per the RFP
156.	III	point 17	31	TABLET SPECIFICATIONS	c. Please specify Material for Cover Case.	It should be rugged and durable
157.	III	point 17	31	TABLET SPECIFICATIONS	In case the supplier is giving individual cover case other than plastic/metal which is good for safe up-keep of tablet by the user then this clause should not be applicable	As per RFP and It should be rugged and durable

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S. No	Section No.	Clause No.	Pg No.	Actual Clause/Ref/sub as in the RFP	Clarification Sought	Responses
158.	III	Point 19	31	TABLET SPECIFICATIONS	a. 1M drop test – Pl. confirm that it is in packed condition? What is the test specification?	Unpacked, as per STQC standard
159.	III	point 19	31	TABLET SPECIFICATIONS	a. USB support for Ethernet, printer & GPRS/3G dongle – As this a MID and also with a SIM slot it is imperative to specify device (USB to Ethernet converter, USB Dongle ,Printer etc.) which needs to be supported. Please specify the brands/Models of the USB Dongles, Ethernet Converter and Printers which need to be supported as the drivers will be required to be preloaded. If these brands/Models cannot be provided then this clause needs to be removed	No Change
160.	III	point 19	31	TABLET SPECIFICATIONS	b. Can the utility be shared or specified to test the requirement “A 20 FPS 480p movie to play with not more than 0.05% frame skip rate with all applications such as those using Wi-Fi or in the background disabled. With a nominal computing load, the skip rate should not be more than 0.25%.”	No Change
161.	III	point 19	31	TABLET SPECIFICATIONS	Utility Needs to be provide for performing this test.	No Change
162.	III	point 19	31	TABLET SPECIFICATIONS	c. Bending of device: 1mm/100mm minimum – Can this specification be elaborated along with the relevant test standard so as to do the testing?	No Change
163.	III	point 19	31	TABLET SPECIFICATIONS	d. On the requirement of “Spill resistant for liquid such as water, milk, tea etc” – Tablet has various port connecting various devices, grill for speaker, microphone etc. In device with such specification requirement, it is not possible to make it spill proof so request to remove this requirement. Or please provide the test conditions/ methods.	As one would encounter in normal operating condition
164.	III	point 19	31	TABLET SPECIFICATIONS	e. J2ME is not related to Android. Please remove this point.	Accepted and J2ME removed
165.	III	point 19	31	TABLET SPECIFICATIONS	f. Quick time & WMV format not supported by android. Real audio cannot be played by native Android. If Need to be supported we will need to preload special Application which needs to be provide or will be expensive option. So this clause needs to be removed	No Change
166.	III	point 19	31	TABLET SPECIFICATIONS	g. Battery charging time to be increased from 3 hours to 6 hours for 90% charge as the size needed is bigger than 4000mAh.	Accepted

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S. No	Section No.	Clause No.	Pg No.	Actual Clause/Ref/sub as in the RFP	Clarification Sought	Responses
167.	III	point 23	34	TABLET SPECIFICATIONS	1. All formats of video/ audio playing can not be ensured though it will support many formats. 1080P video play may be deleted. With 2.0MP camera, max. 480P video can only be recorded. It is mentioned "Tablet must have operation and display capabilities in English, Hindi & Urdu Languages" Hope the meaning of this like capability to create documents/display with these languages.	As per the RFP
168.	III	point 3.6	36	TABLET SPECIFICATIONS	1.Pre-dispatch Inspection - As the manufacturer is the best person to decide on the testing requirements hope the below statement/requirement will be left to the judgment of manufacturer.	As per the RFP
169.	III	point 3.6	36	TABLET SPECIFICATIONS	"Inspection and Quality Control tests, prior to shipment of Goods, by Vendor should be in accordance with quality control formats including but not limited to functional testing, burn-in tests, Drop tests (as per MIL-STD-810G standards) , Shock Tests (as per MIL-STD-810G standards), Vibration Tests, High Low Temperature operation tests, Humidity Test, LCD Stress Tests, Display Quality (as per latest ISO/IEC TR 24705 standards), Battery run time (as per IEC/TS 62393 Ed. 1.0 or latest standards) 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)."	As per the RFP
170.	III	point 3.6	36	TABLET SPECIFICATIONS	Product has already been tested by ERTL so PDI norms to be established by Vendor/OEM. OEM will submit all the reports related to PDI including all the mentioned test cases confirming to OEM Standards.	As per the RFP
171.	III	point no. 3.7	38	TABLET SPECIFICATIONS	The packing requirement is given as "The furnished Tablet should be Bubble Wrapped, encased in a form fitting Thermocol pack and then packed in the cardboard boxes of standard quality as followed by industry." Bubble wrapping is generally not used for such devices and it has environmental concerns also requiring more plastic usage. We request packing requirement be left to the manufacturer.	As per the RFP
172.	Annexure -7	Point 1.1 and 1.2	191	Test Report Specification / Requirements	Values of wattage is not given. This wattage need to be specified in advance to make the tablet pass during ERTL testing	STQC/ERTL/ETDC reports would be recorded/ accepted. The Revised Test Report is annexed with the Document.

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S. No	Section No.	Clause No.	Pg No.	Actual Clause/Ref/sub as in the RFP	Clarification Sought	Responses
173.	Annexure -7	point 4.2	192	Test Report Specification / Requirements	Not relevant to Tablet	There is no 4.2 in page 192 of RFP
174.	Annexure -7 : Test Report	point 7.0	193	Test Report Specification / Requirements	This is not relevant to Tablet	No Change
175.	Annexure -7	Point 2.2	200	Test Report Specification / Requirements	Autofocus is asked for checking for both front & rear camera but this feature is not required as per specification defined. Also AF camera cannot be made available for resolution lower than 3.2MP. if we choose to put AF cameras then the cost of the tablet will be increased significantly	As per the RFP
176.	Annexure -7		199-201	Test Report Specification / Requirements	the specification summary given looks more appropriate to PC/Laptop. Such detailed information may not be available to embedded devices like Tablet. So request to review and remove such requirements.	The formats prescribed/ authorized by STQC reports would be acceptable
177.	III	point 21	33	TABLET SPECIFICATIONS	o Does the intended applications mean applications which the end-users might run and would be procured directly by them i.e. we don't have to do any pre-embedding of applications mentioned under this category?	UPLC/G.O. U.P. will provide the contents/ application. The same will be loaded by bidders before supply
178.	III	point 22	34	TABLET SPECIFICATIONS	- Integrated support for all 27 scheduled Indian language-script pairs:	Rendering engine and language processing software for English, Hindi, Urdu should be preloaded
179.	III		34	TABLET SPECIFICATIONS	o Does this mean that the end-user should be able to browse on internet and view pages in Indian languages?	Rendering engine and language processing software for English, Hindi, Urdu should be preloaded
180.	III	point 22	34	TABLET SPECIFICATIONS	Virtual keyboard (touch screen) with Roman and Indian Language support	Rendering engine and language processing software for English, Hindi, Urdu should be preloaded
181.	III	point 22	34	TABLET SPECIFICATIONS	o Do they require keyboard on all 27 Languages? If NO, in which all languages keyboard support is required?	Rendering engine and language processing software for English, Hindi, Urdu should be preloaded

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S. No	Section No.	Clause No.	Pg No.	Actual Clause/Ref/sub as in the RFP	Clarification Sought	Responses
182.	III	point 22	34	TABLET SPECIFICATIONS	Does Roman mean, we need to support Roman numerals in keyboard?	As per the RFP
183.	III	point 22	34	TABLET SPECIFICATIONS	J2ME is not related to Android OS , please remove this	Accepted and J2ME removed
184.	III	point 22	34	TABLET SPECIFICATIONS	It is not supported on Android, do they want to run J2ME applications on Tablet?	Accepted and J2ME removed
185.	III	3.2(7)	30	Audio Support	Is in-built MIC required for audio?	Yes
186.	III	3.2 (10)	30	3G Support	It is mentioned as, 3G support required. Is it external 3G USB dongle for data connectivity?	a) 3G SIM Slot. b) At least data.
187.	III	3.2 (12)	31	Ports	It is mentioned as GPRS+SIM card slot. Does it mean modem with SIM slot to support GPRS data connectivity? Need to know voice calling required or not?	a) 3G SIM Slot. b) (1 USB + 1 Micro USB) or (2 Micro USB with converter cable Micro USB to USB) with GPRS + 3G SIM Card Slot + 1 Micro SD card slot. c) At least data.
188.	III	3.2 (19)	32	Testing/Benchmark or Performance	Will Movie player be provided by UPLC or to be identified by the supplier?	To be provided by supplier for all the formats described in RFP
189.	III	3.2 (19)	32	Testing/Benchmark or Performance	Will the Audio Recognition Software be identified by UPLC or to be selected by the Supplier?	Not required
190.	III	3.2 (19)	32	Testing/Benchmark or Performance	J2ME Benchmark programs - Will this be identified by UPLC and provided to the supplier?	Not required
191.	III	3.2 (19)	31	Testing/Benchmark or Performance	Need the printer models to be supported over USB. This will help to integrate the respective driver software.	No Change
192.	III	3.2 (19)	31	Testing/Benchmark or Performance	Under functional testing, it is mentioned as Adobe Reader for PPT as requirement. Is this Adobe Reader for PDF or PPT? Need clarification.	As per the RFP
193.	III	3.2 (19)	31	Testing / Benchmark or Performance	Drop test -Is it to be performed in operational or non-operational condition? On how many faces / edges / corners to be qualified? Is there any standard or test procedures to be complied?	Drop Test Certified by STQC as per their standard.

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S. No	Section No.	Clause No.	Pg No.	Actual Clause/Ref/sub as in the RFP	Clarification Sought	Responses
194.	III	3.2 (19)	32	Testing / Benchmark or Performance	Spill resistant : Is it applicable for top side (operational face) or all sides? Any specific standard/s to meet this requirement? Is it to be conducted in operational or non-operational condition?	As one would encounter in normal operating condition
195.	III	3.2 (19)	32	Testing / Benchmark or Performance	Humidity resistance: On what temperature, this 95% RH to be tested? Is it to be tested in operational or non-operational condition? Is there any standard/s to meet this requirement?	As per STQC standard test
196.	III		42	The selected Bidder has to maintain 2% inventory of spares at each Tehsil to ensure that all critical spares/ components apart from the inventory of new MAIN PBA/ PCBs/ ICs and complete Tablets 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 shall be finalized by UPLC and Bidder before award of the contract.	Request you to allow for the 2% inventory at multiple levels(central hub/ regional hub/ Tehsil levels), so it allows for better and faster planning and movement of spares. The final list to be provided by UPLC based on failure trends.	As per the RFP

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S. No	Section No.	Clause No.	Pg No.	Actual Clause/Ref/sub as in the RFP	Clarification Sought	Responses
197.	III	42		<p>Service Center Set up The Service Centres shall be manned by at least 2 qualified Engineers and one call coordinator. The selected Bidder shall provide prompt after sales support and shall attend any complaint as soon as the Student brings his Tablet to the service center. The Bidder shall send the details of service centers to the respective Schools in the Tehsil. Each service centre shall have networked software for logging the incidents and status of the incident till return of the repaired / replaced tablet to the user. The selected bidder shall get the software approved by UPLC. An administrative log in shall be provided to UPLC to verify the status of the repairs/replacements.</p>	<p>* The bidder may have already invested in setting up of service center , we are assuming that that bidder will be allowed to leverage the existing service center . Kindly confirm .</p>	<p>As per the RFP</p>

S. No	Section No.	Clause No.	Pg No.	Actual Clause/Ref/sub as in the RFP	Clarification Sought	Responses
198.	III	43		<p>Helpdesk/Call Center</p> <p>a. In view of the large consumer base proposed under the project, the comparative lack of ability of the new users in use of latest technology specially Tablets, and the language/ dialects issues involved, as most users shall have a rural base, it is expected that the selected bidder handle the help desk services for the project which meets the project requirements , The selected Bidder shall establish the call center at Lucknow within 1 month of the date of signing of the Agreement initially with 10 seats, to be increased as needed. The staff of the Help Desk shall have Linguistic capabilities in the Local dialects.</p> <p>b. The Bidder shall establish the Help desk by facilitating its own personal Computers with IVR system and required monitoring and operation software.</p> <p>c. The Help Desk services shall operate 6 working days a week from 9 A.M. to 7 P.M. excluding Gazetted Holidays.</p> <p>d. The Monitoring and Operations Software shall be approved by UPLC.</p>	<p>*Request to include the call centre functioning from Noida as option apart from Lucknow.</p> <p>* Also requests you to allow us to run the call center from existing set up in Lucknow or any other part of UP</p> <p>*Ask for standard working hours only as two hours extra will add to cost without providing any value add for services</p> <p>* What is the maximum number of heldesk seats to be planned. Is there any guideline, "x" number of Helpdesk seats for every "y"number of tablets?</p> <p>* Is there any specific indicative list of dialects to be supported.</p>	<p>1) As per the RFP</p> <p>2) As per the RFP</p> <p>3) As per the RFP</p> <p>4) As per the RFP</p> <p>5) Local dialects confines to Uttar Pradesh only. The list may be given by UPLC post allotment of the Tehsils to the successful Bidder.</p>
199.	IV		50	<p>Section 4 - Helpdesk SLA</p> <p>The Helpdesk shall resolve the problem on the first call./Percentage of First level resolution should be greater than 80%.</p>	<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>1) On Line call recording.</p> <p>2) Reduction in resolution rate shall not be accepted.</p>

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S. No	Section No.	Clause No.	Pg No.	Actual Clause/Ref/sub as in the RFP	Clarification Sought	Responses
200.	IV	4.2.4 #1	50	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 up to 110% of planned transaction handling capacity at Help Desk.	As per the RFP
201.	IV	4.2.4 #2	50	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. Email or online form received on any non-working day shall have to be replied on the next working day on best effort basis.	As per the RFP
202.	IV	4.2.5 #3	50	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
203.	IV	4.2.6 #4	50	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
204.	III	3.11	40	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 tablets . All the training material shall be approved by UPLC and provided by the Bidder.	Duration of training is not specified. Kindly arrange to provide the same. Kindly provide the details of no. of schools in each Tehsil.	As per the RFP

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S. No	Section No.	Clause No.	Pg No.	Actual Clause/Ref/sub as in the RFP	Clarification Sought	Responses
205.	III	3.12	41	The selected Bidder shall include a Final Acceptance checklist along with the following Documents signed by the concerned authorities. i. Invoice ii. Delivery Challan acknowledging the Delivery at Tehsil iii. Quality Certificate by OEM. iv. Pre-Dispatch certificate issued by TPA v. Insurance Certificate vi. Service Centre operational Certificate vii. Post delivery Inspection Certificate at Tehsil level viii. Certification of successful completion of Training ix. Certification of successful completion of Demonstration	The selected Bidder shall include a Final Acceptance checklist along with the following Documents signed by the concerned authorities. i. Invoice ii. Delivery Challan acknowledging the Delivery at Tehsil iii. Quality Certificate by OEM. iv. Pre-Dispatch certificate issued by TPA v. Insurance Certificate vi. Service Centre operational Certificate vii. Post delivery Inspection Certificate at Tehsil level viii. Certification of successful completion of Training ix. Certification of successful completion of Demonstration	As per the RFP
206.	IV	4.4	51	4.4. Penalties a. The total Penalty in the year shall not exceed 5% of the total value of the Order.	4.4. Penalties a. 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 Agreement.	As per the RFP
207.	IV	4.4	51	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

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S. No	Section No.	Clause No.	Pg No.	Actual Clause/Ref/sub as in the RFP	Clarification Sought	Responses
208.	IV	4.5	52	<p>4.5. Liquidated Damages</p> <p>a. Subject to clause for Force Majeure, if the Selected Bidder fails to complete the Supply and Commissioning of Tablets within 240 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).</p>	<p>4.5. Liquidated Damages</p> <p>a. Subject to clause for Force Majeure, if the Selected Bidder fails to complete the Supply and Commissioning of Tablets within 240 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 forfeit the Performance Bank Guarantee (PBG) of the selected Bidder. recover a maximum of 10% (Ten percent) of the total value of the order from the Bidder as Liquidated Damages (LD).</p> <p><u>There is already a provision of imposing Penalty (LDs) in case of delay in supply (ref. Clause 4.2.2 - page 48 - Table 2 Column 4). Hence there cannot be multiple provisions for penalizing for the same action.</u></p>	As per the RFP
209.	IV	4.5	52	<p>4.5 b. UPLC will be free to procure the remaining Tablets 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 Tablets, which shall be recovered from the pending bills or EMD/Security Deposit or by raising claims.</p>	<p>4.5 b. UPLC will be free to procure the remaining Tablets 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 Tablets. The Term "Excess Cost" as referred herein shall mean cost at which alternative sources shall be providing the Tablets of equivalent specification to UPLC under this Agreement minus the cost on which the selected Bidder agreed to provide the undelivered Tablets under this Agreement. Provided further that the selected Bidder shall not be liable to Excess Cost in excess of (five) 5 percent of the price of undelivered Tablets 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 Tablets, which shall be recovered from the pending bills or EMD/Security Deposit or by raising claims.</p>	As per the RFP

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S. No	Section No.	Clause No.	Pg No.	Actual Clause/Ref/sub as in the RFP	Clarification Sought	Responses
210.	IV	4.5	52	4.5 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 Tablets under this scheme or using it for Bidder"s benefit without express written permission of UPLC or GoUP.	4.5 c. The selected Bidder shall in addition to other remedies available to UPLC/GoUP be liable to pay a sum of INR 1,00,000 (Rupees One 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 Tablets under this scheme or using it for Bidder"s benefit without express written permission of UPLC or GoUP.	As per the RFP
211.	V	5.11	59	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 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. Notwithstanding the above, UPLC agrees that the prices may vary in the event of a change in Tax pursuant to a change in Applicable Law levied upon the supply of Tablets. . Any liability or benefit on account of respective increase or decrease in the Tax shall be to the account of UPLC. <u>Please cross refer to the comment on clause 6.13 and the changes suggested thereto (ref: page 81 of the bid document) and the comment on clause 6.20 and the changes suggested thereto (ref: page 84 of the bid document).</u>	As per the RFP
212.	V	5.22	64	5.22 a. UPLC/GoUP reserves the right to vary the quantity to be ordered by 10% of the Original Quantity.	5.22 a. UPLC/GoUP reserves the right to increase vary the quantity to be ordered by 10% of the Original Quantity. <u>If the variation of the quantities is towards reduction, then we need to define a stage at which this variation is to occur. This cannot be after contract is signed.</u>	As per the RFP

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S. No	Section No.	Clause No.	Pg No.	Actual Clause/Ref/sub as in the RFP	Clarification Sought	Responses
213.	V	5.26	66	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 after completion of the warranty period, i.e., 18 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 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. The Bank Guarantee should be in favour of "U.P. Electronics Corporation Limited"	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 one month after completion of the warranty period, i.e., 13 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 13 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. The Bank Guarantee should be in favour of "U.P. Electronics Corporation Limited".	As per the RFP
214.	VI	6.4	75	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 the Vendor and as specified in the Agreement.	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

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S. No	Section No.	Clause No.	Pg No.	Actual Clause/Ref/sub as in the RFP	Clarification Sought	Responses
215.	VI	6.4	75	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 vendor.	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 60 (Sixty) days on the vendor, subject to a condition that if the vendor 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
216.	VI	6.8	78	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. The Vendor shall not be entitled to any additional payment for taking such steps.	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 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.	As per the RFP
217.	VI	6.8	78	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

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S. No	Section No.	Clause No.	Pg No.	Actual Clause/Ref/sub as in the RFP	Clarification Sought	Responses
218.	VI	6.8	78	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 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.	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 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.	As per the RFP
219.	VI	6.13	81	6.13. b. Changes in the Applicable Law Related to Taxes and Duties c. 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 same shall be to the account of the Vendor.	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 same shall be to the account of the UPLC. <u>Please cross refer to the comment on clause 5.11 and the changes suggested thereto (ref: page 59 of the bid document) and the comment on clause 6.20 and the changes suggested thereto (ref: page 84 of the bid document).</u>	As per the RFP

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S. No	Section No.	Clause No.	Pg No.	Actual Clause/Ref/sub as in the RFP	Clarification Sought	Responses
220.	VI	6.14 / 82	82	6.14. f. use the Assets exclusively for the purpose of providing the Services as appropriate; and g. not sell, offer for sale, assign, mortgage, encumbrance, pledge, sub-let or lend out any of the Assets; and i. 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; and g. not sell, offer for sale, assign, mortgage, encumbrance, pledge, sub-let or lend out any of the Assets; and i. 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 <u>Joint insurance for the Assets, which are in Bidder's books, cannot be taken.</u>	As per the RFP
221.	VI	6.15 / 82	82	6.15. Ownership of Equipment UPLC/GoUP shall own the Tablets and accessories supplied by the Vendor in connection with this Agreement.	6.15. Ownership of Equipment UPLC/GoUP shall own the Tablets and accessories supplied by the Vendor, in connection with this Agreement, free from all liens, on the date when all the payments are received by the Bidder.	As per the RFP

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S. No	Section No.	Clause No.	Pg No.	Actual Clause/Ref/sub as in the RFP	Clarification Sought	Responses
222.	Section VI	6.17	83	<p>6.17. Indemnity</p> <p>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:</p> <p>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</p> <p>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's Team.</p> <p>b. The indemnity shall be to the extent of 100% in favour of UPLC/GoUP.</p>	<p>6.17. Indemnity</p> <p>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:</p> <p>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</p> <p>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's Team.</p> <p>b. The indemnity shall be to the extent of 100% of the Agreement Value in favour of UPLC/GoUP.</p>	As per the RFP
223.	Section VI	6.20.	84	<p>6.20. Prices</p> <p>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.</p>	<p>6.20. Prices</p> <p>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.</p> <p><u>Please cross refer to the comment on clause 5.11 and the changes suggested thereto (ref: page 59 of the bid document) and the comment on clause 6.13 and the changes suggested thereto (ref: page 81 of the bid document).</u></p>	As per the RFP

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S. No	Section No.	Clause No.	Pg No.	Actual Clause/Ref/sub as in the RFP	Clarification Sought	Responses
224.	Section VI	6.21	84	<p>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 upward/downward revisions and of the quantities to the extent of 10%(Ten Percent) shall be carried out without any time and cost effect to UPLC.</p>	<p>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 10 %(Ten Percent) shall be carried out on same terms and conditions as agreed hereunder. and without any time and cost effect to UPLC.</p> <p>Please refer to the comment on Clause 5.22 above (pg.64 of bid document).</p>	As per the RFP
225.	Section VI	6.22.	85	<p>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 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.</p>	<p>6.22. a. Subject to clause 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 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 1 month, the Vendor shall have the right option to request UPLC to terminate the Agreement. with mutual consent. UPLC shall, in such an event, be liable for all damages that the Bidder may suffer as a consequence of such termination.</p> <p><u>Since the entire project is for a period of 8 months, a suspension for a period of 2 months might hamper our operational cost extensively. Accordingly maximum period of 1 month suspension should be permitted after which we shall have the right to terminate. Also, such termination cannot be with mutual consent or at the discretion of UPLC but shall be a right of Bidder.</u></p>	As per the RFP

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S. No	Section No.	Clause No.	Pg No.	Actual Clause/Ref/sub as in the RFP	Clarification Sought	Responses
226.	VI	6.22	85	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.	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.	As per the RFP
227.	VI	6.24	86	6.24 a. 1. On delivery of the Tablets at the locations specified by State Government: 85% of the Order value.	6.24 a. 1. On delivery of the Tablets at the locations specified by State Government: 95% of the Order value.	As per the RFP
228.	VI	6.24	86	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
229.	VI	6.24	86	6.24. a. 3.	We request that clause 6.24. a. 3. be deleted.	As per the RFP
230.	VI	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. 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); will be to the account of Vendor.	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. 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); will be to the account of UPLC.	As per the RFP

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S. No	Section No.	Clause No.	Pg No.	Actual Clause/Ref/sub as in the RFP	Clarification Sought	Responses
231.	Section VI	6.26	88	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
232.	Section VI	6.26	88	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 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 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.	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 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 Tablets. 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 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	As per the RFP

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S. No	Section No.	Clause No.	Pg No.	Actual Clause/Ref/sub as in the RFP	Clarification Sought	Responses
					resulted from such failure.	
233.	Section VI	6.26	89	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
234.	Section VI	6.27	89	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 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.	We request the clause to be deleted as it is contradictory to clause 6.28. e.	As per the RFP
235.	Section VI	6.28	90	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

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S. No	Section No.	Clause No.	Pg No.	Actual Clause/Ref/sub as in the RFP	Clarification Sought	Responses
236.	Section VI	6.28	91	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,	We request to amend the clause as below 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 including also the work in progress prior to the effective date of termination. The term “work in progress” shall include but not limited to the value of goods meant for delivery to UPLC (i) for which manufacturing/ service delivery process was initiated by the selected Bidder or its vendor prior to the date of notice of termination of Contract; or (ii) order was placed by the selected Bidder on its vendors, prior to the date of notice of termination.	As per the RFP
237.	Section VI	6.28	91	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. 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.	We request that clause 6. 28. h. ii. be deleted. The clause is not acceptable.	As per the RFP
238.	Section VI	6.31	92	6.31 Liquidated Damages	There is already a provision of imposing Penalty (LDs) in case of delay in supply (ref. Clause 4.2.2 - page 48 - Table 2 Column 4). Hence there cannot be multiple provisions for penalising for the same action.	As per the RFP

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S. No	Section No.	Clause No.	Pg No.	Actual Clause/Ref/sub as in the RFP	Clarification Sought	Responses
239.	VI	6.33	93	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 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.	We request to amend this clause as below 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 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.	As per the RFP
240.	VI	6.33	93	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 references to Dispute Resolution Procedure shall be construed accordingly.	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

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S. No	Section No.	Clause No.	Pg No.	Actual Clause/Ref/sub as in the RFP	Clarification Sought	Responses
241.	Section VI	6.34	94	<p>6.34. Limitation of the Bidder's Liability towards UPLC</p> <p>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 UPLC's property, shall not be liable to UPLC:</p> <p>i. for any indirect or consequential loss or damage;</p> <p>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 higher</p> <p>b. 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.</p>	<p>We request to amend this clause as below</p> <p>6.34. Limitation of the Bidder's Liability towards UPLC</p> <p>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 UPLC's property, shall not be liable to UPLC:</p> <p>i. for any indirect or consequential loss or damage;</p> <p>ii. for any direct loss or damage that exceeds 10% of 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 higher</p> <p>b. 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.</p>	As per the RFP
242.	Section VI	6.37	96	<p>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.</p>	<p>We request to amend this clause as below</p> <p>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 and all the amounts are, to the satisfaction of the Vendor, is paid.</p>	As per the RFP

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S. No	Section No.	Clause No.	Pg No.	Actual Clause/Ref/sub as in the RFP	Clarification Sought	Responses
243.	Section VI	6.39	97	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 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.	<p>We request to amend this clause as below</p> <p>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 45 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 after abatement of the Force Majeure event. In the event that the Vendor is not able to resume services within the next 15 days, UPLC may terminate the Agreement and/or 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.</p>	As per the RFP

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S. No	Section No.	Clause No.	Pg No.	Actual Clause/Ref/sub as in the RFP	Clarification Sought	Responses
244.	Section VI	6.39	98	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 timelines, UPLC will have the option to invoke the Performance Guarantee and/or terminate this Agreement.	<p>We request to amend this clause as below</p> <p>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 15 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, UPLC will have the option to invoke the Performance Guarantee and/or terminate this Agreement.</p>	As per the RFP
245.	Section VI	6.39	98	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, UPLC will have the option to invoke the Performance Guarantee and/or terminate the Agreement.	<p>We request to amend this clause as below</p> <p>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 15 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, UPLC have the option to terminate the Agreement. 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 have the option to invoke the Performance Guarantee and/or terminate the Agreement.</p>	As per the RFP

S. No	Section No.	Clause No.	Pg No.	Actual Clause/Ref/sub as in the RFP	Clarification Sought	Responses
246.	Section VI	6.40	99	<p>6.40.3 Sub Contracting</p> <p>The Bidder shall not assign to others, in whole or in part, their obligation to perform under the Agreement, except with UPLC's prior written consent. The Bidder shall notify and obtain concurrence from UPLC in writing of all subcontracts awarded under the Agreement. Such notification, in the original quotation or later, shall not relieve the Bidder from any liability or obligation under the Agreement.</p>	<p>We request to amend this clause as below</p> <p>6.40.3 Sub Contracting</p> <p>The Bidder shall not assign to others, in whole or in part, their obligation to perform under the Agreement, except with UPLC's prior written consent. Such consent will not be required in the event a part of the obligations, but not all the obligations, are sub-contracted on the Bidders Affiliate. However, such sub-contract shall be at no-cost to UPLC. Such sub-contracting shall not relieve the Bidder from any liability or obligaitons under the Agreement and UPLC right to proceed against the Bidder in case of any defect or deficiency in work by the sub-contractor.</p> <p>The Bidder shall notify and obtain concurrence from UPLC in writing of all Third Party subcontracts awarded under the Agreement. Such notification, in the original quotation or later, shall not relieve the Bidder from any liability or obligation under the Agreement.</p>	As per the RFP
247.	Section VI	6.40	99	<p>6.40.6. Jurisdiction of Courts</p> <p>The courts of India at Lucknow will have exclusive jurisdiction to determine any proceeding in relation to this Agreement.</p>	<p>We request to amend this clause as below</p> <p>6.40.6. Jurisdiction of Courts</p> <p>The courts of India at Lucknow will have exclusive jurisdiction to determine any proceeding in relation to this Agreement.</p>	As per the RFP
248.	Section IX	9.1	155	<p>9.1 Format 1 - Commercial Bid letter</p> <p>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 same.</p>	<p>We request to amend this clause as below</p> <p>9.1 Format 1 - Commercial Bid letter</p> <p>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.</p>	As per the RFP

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S. No	Section No.	Clause No.	Pg No.	Actual Clause/Ref/sub as in the RFP	Clarification Sought	Responses
249.	Section IX	9.1	155	<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>We request to amend this clause as below</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 in the scope of work under the Agreement.</p> <p><u>If the variation of the quantities is towards reduction, then we need to define a stage at which this variation is to occur. This cannot be after contract is signed.</u></p>	As per the RFP
250.	Section IX	9.2	157	<p>9.2 Format 2 - Tablet Cost</p> <p>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>	<p>Since the Bidder is taking the risk of increase in price due to market fluctuation/trend, we request that there should not be any negotiation on the rates for future requirements.</p>	As per the RFP
251.	Schedule I	2	159	<p>2. Transfer of Project Assets</p> <p>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).</p>	<p>We request to amend this clause as below</p> <p>2. Transfer of Project Assets</p> <p>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).</p>	As per the RFP

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S. No	Section No.	Clause No.	Pg No.	Actual Clause/Ref/sub as in the RFP	Clarification Sought	Responses
252.	Schedule I	2	159	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 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.	We request to amend this clause as below 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 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.	As per the RFP
253.	Schedule I	2	162	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.	We request to amend this clause as below 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

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S. No	Section No.	Clause No.	Pg No.	Actual Clause/Ref/sub as in the RFP	Clarification Sought	Responses
254.	Schedule I	2	163	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 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.	We request to amend this clause as below 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 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.	As per the RFP
255.	Schedule III	b.	168	b. 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 Agreement.	We request to amend this clause as below b. Payment for invoices shall be made within 30 45 working days of the receipt of Invoice by DM upon completion of the said activities as mentioned in the Agreement.	As per the RFP
256.	Schedule IV		169	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.	We request to amend this clause as below 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

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S. No	Section No.	Clause No.	Pg No.	Actual Clause/Ref/sub as in the RFP	Clarification Sought	Responses
257.				Pro-rata reduction of Performance Bank Guarantee	<p>We request to include the following clause:</p> <p>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.</p>	As per the RFP
258.				Termination by UPLC for any reason:	<p>We request to include the following clause:</p> <p>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:</p> <p>(a) The Agreement Price, attributable to the parts of the work(s) executed including Tablets 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.</p> <p>(b) The costs reasonably incurred by the Vendor in the ramp down / disengagement of Vendor's personnel;</p> <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</p>	As per the RFP

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S. No	Section No.	Clause No.	Pg No.	Actual Clause/Ref/sub as in the RFP	Clarification Sought	Responses
					<p>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 Tablets 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>	
259.				<p>New Proposed Clause: ERV clause</p>	<p>We request that the Bidder should have the option to propose in dollars. If this is not acceptable to UPLC, then we request UPLC to allow the Bidder to insert ERV clause.</p> <p>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).</p> <p>The 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> $\frac{\text{Current Rate (-) Base Rate}}{\text{Base Rate}} \times 100$ <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).</p> <p>In case the ERV % is up to 2%, then there will be no change in</p>	As per the RFP

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S. No	Section No.	Clause No.	Pg No.	Actual Clause/Ref/sub as in the RFP	Clarification Sought	Responses
					<p>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.</p> <p>EXAMPLE 1 Base Rate as on the Date of Offer / Quotation : Rs. 54 Current Rate : Rs.55 Percentage 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.</p> <p>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%</p> <p>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>	

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S. No	Section No.	Clause No.	Pg No.	Actual Clause/Ref/sub as in the RFP	Clarification Sought	Responses
260.				New Proposed Clause: Interest on Delayed payment	<p><u>Considering the significant investments envisaged from the bidder, request to include the proposed clause:</u></p> <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. 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 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 Tablets / 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. If suspension period exceeds two months, the selected Bidder shall have the right to terminate the Agreement.</u></p>	As per the RFP
261.	B	4.15	10		For manufacturing capacity proof from an OEM outside of India, what documentary evidence is required? On page 10 (4.15), manufacturing capacity documentation list is given for an Indian OEM only!	As per the RFP
262.					In case of a global OEM, the signatory being the Director of the company will work? Company Secretary is not the norm in China; it is applicable only for HK listed enterprises.	As per the RFP

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S. No	Section No.	Clause No.	Pg No.	Actual Clause/Ref/sub as in the RFP	Clarification Sought	Responses
263.	II	1(a), 1(b)	21	1(a): 'All members of a consortium have to be registered in India since last three years' 1(b): "In case of OEM which is not registered in India, bid can be submitted by its wholly owned subsidiary which is registered and is in operation in India for last 3 years"	<p>Ø as a OEM based outside of India – and – being part of a consortium where the prime Bidder is a company incorporated in India, how can the OEM be 'registered in India since the last three years'?</p> <p>Ø what is the relevance/ requirement/ necessity of this 'last 3 years clause' for a product category (Tablet PCs) which is not even 2 years old in the context of the Indian market. What might happen – serious Tablet PC brands that are focussing on this product category (and hence have acquired expertise on this technology platform) – and – hence do not have a 3 year business history will not be able to participate. This clause may be modified to read as "Prime bidder to be incorporated for the last 3 years in India; and in the case of a global OEM wishing to participate in this global tender, a wholly owned subsidiary may be established within 30 days of the LOI being given for this tender (here again the last 3 years clause will be a detriment; why would a global OEM have come to India 3 years ago for a product/ market that did not even exist?)".</p>	As per the RFP
264.	II	5	23	The Bidder (Prime Bidder and OEM in case of a Consortium) should have an average annual turnover of at least INR 1,100 Crores during the last three financial years (i.e. 2009-2010, 2010-2011, 2011-2012). The members of Consortium other than OEM should individually have an average annual turnover of at least INR 200 Crores during the last three financial years (i.e. 2009-2010, 2010-2011, 2011-2012).	<p>Incase of a consortium – the Prime Bidder and OEM – both need a turnover of Rs. 1,100 cr x 3 years; in the same para it says, "members of consortium other than OEM should individually have an average turnover of Rs 200Cr x 3 years" / contradictory statements within the same para. Please clarify. Would like to suggest that it should be read as ... "in case of Consortium, the Prime bidder or OEM should satisfy the criterion of Rs. 1,100Cr x 3 years".</p> <p>The whole idea of a consortium is to bring 'strengths in a COMBINED manner' to the bid RFP.</p> <p>"And" may be replaced with "OR".</p> <p>Turnover criterion for consortium members OTHER than the OEM should be either relaxed or should be removed because the RFP is specifically for the Tablet PC product – and – any brand/ company in India focused only on this category will not be able to satisfy this criterion.</p>	As per the RFP

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S. No	Section No.	Clause No.	Pg No.	Actual Clause/Ref/sub as in the RFP	Clarification Sought	Responses
265.	II	6,7	24	<p>The Bidder (Prime Bidder in case of a Consortium) should have a consolidated minimum positive Net Worth as on the last day of preceding last 3 financial years (i.e. 2009-2010, 2010-2011, 2011-2012).</p> <p>The Bidder (Prime Bidder in case of a Consortium) should have positive Net Cash Accruals (Profit after Tax + Depreciation – Dividends) in each of the previous three financial years (i.e. 2009-2010, 2010-2011 & 2011-2012).</p>	<p>If the prime bidder happens to be a large Central Govt public sector undertaking currently under BIFR – it will stand disqualified. This exception should be considered, especially if the manufacturing facility is based at UP.</p>	As per the RFP
266.	II	10	25	<p>The Bidder (Prime Bidder in case of a Consortium) should have successfully shipped at least 6,00,000 Tablets/ Laptops/ PCs/ Mobile handheld devices within the last 3 years to clients/ Dealers/ Distributors. · Also out of the above mentioned quantity atleast 10% (Ten percent) i.e. 60,000 tablets exclusively should have been shipped within the last 3 years to clients/ Dealers/ Distributors. Note: Multiple work orders of supplied quantity of 6,00,000 of Tablets/ Laptops/ PCs/ Mobile handheld devices including 60,000 exclusive shipment of tablets during the last 3 years from date of submission of the bid shall be considered. Only Dispatches made from vendor warehouses shall be considered.</p>	<p>“.... Should have successfully shipped 600,000 devices within the last 3 years to dealers/ distributors...”; Ø it is talking about ‘distribution strength’ as opposed to ‘manufacturing capacity’; Ø how does “shipping 600,000 mobile phones” make a bidder suitable to supply Tablet PC (no other Indian party has the record of havin shipped 600K units of laptops/ PC(s) in the last 3 years) Ø seems to be structured to favor an MNC as opposed to India based manufacturers. In case of consortium, the limitations/ criteria of 600,000 units and 60,000 tablets should apply to the OEM only and not to the Prime Bidder. Consortium is to leverage complimentary strengths!</p>	As per the RFP

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S. No	Section No.	Clause No.	Pg No.	Actual Clause/Ref/sub as in the RFP	Clarification Sought	Responses
267.	II	14	26	The Bidder (Prime Bidder in case of a Consortium) must have at least 600 technically qualified professionals on its rolls or with franchisees in the area of Tablet / PCs/ Laptop maintenance, systems integration, Mobile Handset assembly and maintenance, infrastructure maintenance support & services. Note: In case the sole Bidder uses the channel partner/dealer to provide twelve months comprehensive maintenance, the Certificate from Head of HR Department or the Company Secretary of the channel partner/dealer shall be submitted. In case of franchisees the bidder has to submit the list of franchisee with complete address, contact number and number of technically qualified manpower available with the franchisee duly signed and stamped by the Authorised Signatory.	In case of consortium – an ASP can be co-opted as a member; being a after-sales service provider, the service reach and technical staff strength will be available but the financial criterions will never be met.	As per the RFP
268.	II	18	27		TTEC evaluation: Listing of requirements is given but the evaluation criterion is not detailed. Page 63: 5.18.7 / “.....commercial quote of lowest evaluated bidder has be notified as L1.....”. What is the criterion of ‘evaluatio’?	As per the RFP
269.	III	12	31	Ports	Ports: Not clear on USB.	(1 USB + 1 Micro USB) or (2 Micro USB with converter cable Micro USB to USB) with GPRS + 3G SIM Card Slot + 1 Micro SD card slot
270.	III	17	31	Protection “Cover”	Protection “Cover”: why should the enclosure be of ‘plastic’?	As per the RFP
271.	III	19	31	Benchmark performance	Benchmark performance: mechanical specifications are specific to a unique model of a particular brand. With different casings from other brands, the specifications will vary! The relevance of these specifications is not clear?	As per the RFP

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S. No	Section No.	Clause No.	Pg No.	Actual Clause/Ref/sub as in the RFP	Clarification Sought	Responses
272.	III	20	31	Micro-USB External keyboard with leather cover case	Micro-USB External keyboard with leather cover case: why leather? Overlap with 'protection' specification in S/N 17.	Leather not required & It should be rugged and durable
273.	III	21	33	Intended Applications	Under the "Intended Applications" on Page 33, Srl no. 21, there is a mention of "Preparation for exam/tests: Course exams, mock tests, CAT, GATE, JEE, AIEEE etc." Since the tablets are meant for Standard XI & XII students, this will be a critical application to have. The question is: 1. Typically such an application will have the capability to upgrade latest content over the internet, track student's performance scores etc. Please clarify if this is what is expected to be supplied... 2. Is the government expecting multi-lingual course content (English / Hindi) for exams like JEE, AIEEE etc. also to be supplied by the bidder? 3. Will bidder be expected to coordinate with whoever is supplying the content to integrate the content?	UPLC/G.O. U.P. will provide the contents/ application. The same will be loaded by bidders before supply
274.	V	5.26			Why should the performance guarantee be valid for 18 months when the product warranty is for 12 months only? What is the purpose of the additional coverage of 18months?	As per the RFP
275.					Is there any benefit if the manufacturing of these tablets is done in UP? Will there be any kind of incentive to promote ICT manufacturing – that can be easily fostered through the public spending proposed under this RFP. Will there be a VAT waiver for assembly/ manufacturing done in UP?	As per the RFP
276.	A	7(2)	8	Two Bid System i.e. Stage-1 Qualification Bid; Stage-2 Commercial Bid.	We understand that user needs to submit the proposal in hard copy to UPLC, Please confirm.	As per the RFP
277.	B	4.2	9	Whether Certificate of Commencement of Business issued by the Registrar of Companies of the Bidder/all the Consortium partners is submitted?	We understand that Certificate of Incorporation will suffice this requirement, please confirm.	As per the RFP
278.	B	4.5	9	Whether Annual Report including Balance Sheet and Profit & Loss accounts for the previous five audited years for the Bidder/all the consortium partners is submitted?	FY 2011-12, our company financial year is expended from April, 2011 to Oct, 2012. this is in accordance with the letter from Registrar Office. Due to this Annual Report is under process FY 2011-2012. We can submit 2010-11 Annual report and this letter.	As per the RFP

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					Please accept this.	
279.	B	4.9	9	Whether Consortium Agreement in original signed by all the Authorised Signatories of the partners is submitted?	We request UPCL to allow to submit the original agreement being overseas partners and accept the xerox/scan copy of the same and original agreement will be submitted by the successful bidders after opening the bid.	As per the RFP
280.	B	4.11(a)	10	Whether all required Work Orders along with the completion Certificate/ satisfactory client Certificate are submitted?	Many bidders have supplied the products in open (Retail) market, we understand that in case of this, we request UPCL to accept the declaration from the bidder for the supply of the same.	As per the RFP
281.	B	4.13	10	Whether Audited annual accounts or Statutory Auditor Certificate or Certificate from the Company Secretary of Bidder specifying the Net Worth for the specified years is submitted?	FY 2011-12, our company financial year is expended from April, 2011 to Oct, 2012. this is in accordance with the letter from Registrar Office. Due to this Annual Report is under process FY 2011-2012. We can submit 2010-11 Please accept this.	As per the RFP
282.	B	4.14	10	Whether Certificate from Statutory Auditor or Certificate from the Company Secretary of Bidder clearly specifying the Net Profit as mentioned by the Bidder is Submitted?	FY 2011-12, our company financial year is expended from April, 2011 to Oct, 2012. this is in accordance with the letter from Registrar Office. Due to this Annual Report is under process FY 2011-2012. We can submit 2010-11 Annual report and this letter. Please accept this.	As per the RFP
283.	B	4.15	10	Whether in case of Indian Manufacturer, Manufacturing Licence (ML) or Industrial Entrepreneur Memorandum (IEM) or Foreign Investment Promotion Board (FIPB) clearance or any other document from Tax Authority/Statutory Authority establishing the Tablet/ Laptop/ PCs/ Mobile Hand held Devices manufacturing capacity is submitted?	We request UPLC to also accept the Bids from companies did the Transfer of Technology from the OEM outside of India. OEM will manufacture and supply the product as well as support to bidder to manufacturer the Tablets in India. Please confirm.	As per the RFP
284.	B	4.18	10	Whether official documentation including Tax returns establishing Tablets/PCs manufacturing business from Tax Authorities/ Statutory Authorities of the country of Incorporation is submitted?	We request UPLC to also consider the CPEs like Broadband ADSL2+ CPE's, 3G Data Card & FWP's being similar in nature to comply this clause. Please confirm.	As per the RFP

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S. No	Section No.	Clause No.	Pg No.	Actual Clause/Ref/sub as in the RFP	Clarification Sought	Responses
285.	B	4.23	11	Whether one Sample Tablet to UPLC for reference is submitted?	We request UPLC to allow to submit the sample at the time of Bid as being the time is very short. Preparing a product and get it tested at the labs is a time taking process. After declaring the successful Bidder, sample can be submitted with desired test reports to make successful bidder. However a proof can be submitted the bidder has ready product and test in progress. Please confirm.	As per the RFP
286.	B	4.24	11	Whether Sample Tablet tested through the Test Agency and test report obtained from the Testing Agency is submitted?	We request UPLC to allow to submit the sample at the time of Bid as being the time is very short. Preparing a product and get it tested at the labs is a time taking process. After declaring the successful Bidder, sample can be submitted with desired test reports to make successful bidder. However a proof can be submitted the bidder has ready product and test in progress. Please confirm.	As per the RFP
287.	I	1.3	16	Address for Bid Submission & Correspondence The Managing Director, U.P. Electronics Corporation Limited, 10, Ashok Marg, Lucknow - 226001 Tel: 0522-4130303, 2286808, 2286809, +91- 9235567201, Fax: 0522-2288583	We understand that bidder needs to submit one original + One Copy of bid at the address given here. Please confirm.	As per the RFP
288.	II	1(a)	21	The Bidder (Prime Bidder and all members in case of a Consortium) should be registered under Companies Act, 1956 in India since last 3 years.	1. We request UPLC to allow to Bidder (From India) having Transfer of Technology Agreement with Foreign OEM to manufacturer Tablets in India. In this condition, UPLC also allow to include the supply certificate & turnover of the OEM. Please confirm.	As per the RFP
289.	II	1(a)	21	The Bidder or Prime Bidder (in case of consortium) should have been in operation for a period of at least 3 years in India.	We understand that if foreign OEM & Main Bidder of consortium signs MoU to incorporate for this tender, this condition shall be relaxed to foreign OEM. Please confirm.	As per the RFP
290.	II	1(a)	21	Annual Reports for the last 3 years.	FY 2011-12, our company financial year is expended from April, 2011 to Oct, 2012. this is in accordance with the letter from Registrar Office. Due to this Annual Report is under process FY 2011-2012. We can submit 2010-11 Annual report and this letter. Please accept this.	As per the RFP

Corrigendum for RFP For Selection of Vendor(s) for supply of Tablets throughout the State of Uttar Pradesh

S. No	Section No.	Clause No.	Pg No.	Actual Clause/Ref/sub as in the RFP	Clarification Sought	Responses
291.	II	2(a), 2(b)	22	<p>The Bidder (Prime Bidder in case of a Consortium) should be an established Original Equipment Manufacturer in India or Abroad OR System Integrator in India for Tablets/ Laptops/ PCs/ Mobile Handheld Devices and should have been in this business for a period of at least three years as on date of submission of bid.</p> <p>The System Integrator shall only be allowed to participate as a Prime Bidder in the form of a consortium with an OEM (refer Consortium Criteria in Annexure-2 of the RFP) of Tablets/ Laptops/ PCs/Mobile Handheld Devices and should have been in this business for a period of at least three years as on date of submission of bid.</p>	<p>We understand that foreign OEM can be an member of consortium & shall submit the documents to support that he is in business for a period of at least three years as on date of submission of Bid. Please confirm.</p>	As per the RFP

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S. No	Section No.	Clause No.	Pg No.	Actual Clause/Ref/sub as in the RFP	Clarification Sought	Responses
292.	II	3	23	In case of a Consortium Bid, the Prime Bidder would need to submit a duly notarized Agreement with the other members of Consortium for the Contract clearly indicating the division of work with respect to the Scope of Work (naming relevant clauses and subclauses) and their relationship. The Agreement should be prepared on a Non Judicial stamp paper of requisite value. In Case of System Integrator as the Prime Bidder, the Consortium Agreement should clearly ensure that the entire contracted quantity is being supplied by the OEM (Consortium member) only. The Agreement concluded by the Prime Bidder and Consortium members should also be addressed to the UPLC clearly stating that the Agreement is applicable to this RFP and shall be binding on them for the Contract period.	We request UPLC to accept the MoU as a consortium agreement on plain paper being international practice. Foreign company are not willing to sign an Indian Stamp Paper & also may be inconvenient du to lack of time. Please confirm.	As per the RFP

Corrigendum for RFP For Selection of Vendor(s) for supply of Tablets throughout the State of Uttar Pradesh

S. No	Section No.	Clause No.	Pg No.	Actual Clause/Ref/sub as in the RFP	Clarification Sought	Responses
293.	II	5, 6	23, 24	<p>The Bidder (Prime Bidder and OEM in case of a Consortium) should have an average annual turnover of at least INR 1,100 Crores during the last three financial years (i.e. 2009-2010, 2010-2011, 2011-2012). The members of Consortium other than OEM should individually have an average annual turnover of at least INR 200 Crores</p> <p>The Bidder (Prime Bidder in case of a Consortium) should have a consolidated minimum positive Net Worth as on the last day of preceding last 3 financial years (i.e. 2009-2010, 2010-2011, 2011-2012). [Net Worth=Paid-up share capital + Reserves and surpluses (Excluding Revaluation Reserves) – Preliminary and pre-operative expenditure and miscellaneous expenditure to the extent not written off, as per the annual report and as adjusted with any qualifications in the Auditors" Report].</p>	<p>We request UPLC to make the average turnover requirement to 500 Crores to Prime Bidder and OEM in case of a Consortium. For other than OEM, individually shall have an average annual turnover of at least INR 100 Crores. It will bids will be more competitive. FY 2011-12, our company financial year is expended from April, 2011 to Oct, 2012. this is in accordance with the letter from Registrar Office. Due to this Annual Report is under process FY 2011-2012. We can submit 2010-11 Annual report and this letter. Please accept this.</p>	As per the RFP
294.	II	7	24	<p>The Bidder (Prime Bidder in case of a Consortium) should have positive Net Cash Accruals (Profit after Tax + Depreciation – Dividends) in each of the previous three financial years (i.e. 2009-2010, 2010-2011 & 2011- 2012).</p>	<p>FY 2011-12, our company financial year is expended from April, 2011 to Oct, 2012. this is in accordance with the letter from Registrar Office. Due to this Annual Report is under process FY 2011-2012. We can submit 2010-11 Annual report and this letter. Please accept this.</p>	As per the RFP
295.	II	9	24	<p>The OEM should have installed manufacturing capacity of a minimum of 4,00,000 Tablets/ Laptops/ PCs/Mobile</p>	<p>We request UPLC to make this requirement to 1,00,000 being now days most of the design companies uses Electronic Manufacturing Services (EMS) to manufacturer the Products and do not manufacture entire quantity. Please confirm.</p>	As per the RFP

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S. No	Section No.	Clause No.	Pg No.	Actual Clause/Ref/sub as in the RFP	Clarification Sought	Responses
296.	II	10	25	The Bidder (Prime Bidder in case of a Consortium) should have successfully shipped at least 6,00,000 Tablets/ Laptops/ PCs/ Mobile handheld devices within the last 3 years to clients/ Dealers/ Distributors. • Also out of the above mentioned quantity at least 10% (Ten percent) i.e. 60,000 tablets exclusively should have been shipped within the last 3 years to clients/ Dealers/ Distributors. Note: Multiple work orders of supplied quantity of 6,00,000 of Tablets/ Laptops/ PCs/ Mobile handheld devices including 60,000 exclusive shipment of tablets during the last 3 years from date of submission of the bid shall be considered. Only Dispatches made from vendor warehouses shall be considered.	1. We request to consider the supply requirement by OEM in case of consortium agreement. 2. We request UPLC to make supply requirement to 1,00,000 & 10% quantity tablets exclusively.3. No company (Telecom or ISP) have purchased (world wide) in bulk quantity and normally companies selling Tablet PC's in retail (Open) market and its really hard to get or submit the work orders for these quantities, so we request UPLC to relax this requirement of work orders and self undertaking is sufficient.	As per the RFP

Corrigendum for RFP For Selection of Vendor(s) for supply of Tablets throughout the State of Uttar Pradesh

S. No	Section No.	Clause No.	Pg No.	Actual Clause/Ref/sub as in the RFP	Clarification Sought	Responses
297.	II	14	26	The Bidder (Prime Bidder in case of a Consortium) must have at least 600 technically qualified professionals on its rolls or with franchisees in the area of Tablet / PCs/Laptop maintenance, systems integration, Mobile Handset assembly and maintenance, infrastructure maintenance support & services. Note: In case the sole Bidder uses the channel partner/dealer to provide twelve months comprehensive maintenance, the Certificate from Head of HR Department or the Company Secretary of the channel partner/dealer shall be submitted. In case of franchisees the bidder has to submit the list of franchisee with complete address, contact number and number of technically qualified manpower available with the franchisee duly signed and stamped by the Authorised Signatory.	We request UPLC to accept the undertaking from Bidder in this regard however successful Bidders may submit the list etc. Please confirm.	As per the RFP
298.	II	15	26	The Bidder (Prime Bidder in case of a Consortium) should supply a minimum of 4,00,000 number of Tablets.	1. No company (Telecom or ISP) have purchased (world wide) in bulk quantity and normally companies selling Tablet PC's in retail (Open) market and its really hard to find any company who supplied so big quantity. 2. We request UPLC to make supply requirement to 1,00,000 & 10% quantity tablets exclusively.	As per the RFP
299.	Section III	2	30	Display size and Technology : 9.7 inch Diagonal Size or Higher Capacitive LCD, Multi touch Display intensity to support at least three level of intensity. Display should be readable in daylight in room lighting conditions. Preferably also readable in shade outdoor in daylight	We request UPLC to accept the 7 inch tablet being most popular in the market and also get various option with cost competitive offer. 9.7" Size is hard to get at competitive rates in such huge quantity being limited requirement. So we request to change the size from 9.7" to 7" to make the competitive bid	As per the RFP

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S. No	Section No.	Clause No.	Pg No.	Actual Clause/Ref/sub as in the RFP	Clarification Sought	Responses
300.	Section III	6	30	Memory: 8 GB Internal Flash (NAND) Memory 32 GB Memory SD Card in SD Card slot	We understand that tablet should support 32 GB memory SD Card and it will not be an part of the supply to provide cost competitive & normal practice worldwide. If it is required to be supplied with each tablet, it will increase cost unnecessarily, while 8GB storage is sufficient and if not end customer can buy SD card from anywhere as per his desired storage size. Please confirm	As per the RFP
301.	III	10	30	3G Support : Yes	We understand that 3G support can be accepted with dongle. Please confirm.	3G SIM Slot
302.	III	12	31	Ports: 1 USB (Port type A) or Micro USB to USB Cable, 1 Micro USB + GPRS + SIM Card Slot + 1 Micro SD Card slot	We understand that tablet needs to have inbuilt 2G (GPRS) SIM slot. Please confirm.	As per the RFP & (1 USB + 1 Micro USB) or (2 Micro USB with converter cable Micro USB to USB) with GPRS + 3G SIM Card Slot + 1 Micro SD card slot
303.	III	13	31	Battery: 4000 mAh Li-Ion or Higher (Minimum 6 Hours Battery Backup), Replaceable Battery Pack	We understand that with 9.7 mAh Li-Ion battery will not meet with the requirement and it should be at least 7000 mAh Li-Ion battery being normal practice for 9.7 inch tblet. With such bulky battery, the drop test from 1Mtr can not pass and may damage the tablet. So we request to kindly waveoff the drop test requirement. Please confirm	Drop Test Certified by STQC as per their standard.

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S. No	Section No.	Clause No.	Pg No.	Actual Clause/Ref/sub as in the RFP	Clarification Sought	Responses
304.	III	3.3 (a, b & c)	35	<p>Sample Tablet Testing The Bidders are responsible to submit and obtain test report for the sample Tablet model having specification equal to or better than the Technical Specification given in Section 3.2 for testing by either of the Testing Agencies specified below:</p> <p>a) Standardization, Testing and Quality Control (STQC) b) Electronics Testing and Development Centre (ETDC) c) Electronics Regional Test Laboratory (ERTL)</p> <p>a. It is the sole responsibility of the Bidders to submit the samples and get the testing of the Tablets completed and furnish the test report along with the Qualification Bid. b. The Tablet model passed in the sample testing will only be allowed for supply if the Bidder becomes successful in the RFP. c. The Test Report shall not be dated more than two months prior to the last date of submission of Bids.</p>	<p>Being very less time, we request UPLC to accept this test reports after declaration of successful bidder. This testing is in wide in nature and require long time to complete also may be there is any requirement to modify or develop an specific feature as per the tender. Please confirm.</p>	As per the RFP

Corrigendum for RFP For Selection of Vendor(s) for supply of Tablets throughout the State of Uttar Pradesh

S. No	Section No.	Clause No.	Pg No.	Actual Clause/Ref/sub as in the RFP	Clarification Sought	Responses
305.	III	3.3	36	<p>Pre-Dispatch Inspection</p> <p>The selected Bidder should conduct 100% pre-dispatch Quality inspection on Tablets 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 but not limited to functional testing, burn-in tests, Drop tests (as per MILSTD-810G standards) , Shock Tests (as per MIL-STD-810G standards), Vibration Tests, High Low Temperature operation tests, Humidity Test, LCD Stress Tests, Display Quality (as per latest ISO/IEC TR 24705 standards), Battery run time (as per IEC/TS 62393 Ed.1.0 or latest standards) 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 Predispatch Inspection (PDI). The manufacturer shall submit Satisfactory Quality Check Pass Reports with the Tablets offered for pre dispatch inspection</p>	<p>We request UPLC that Third party Testing shall be done on sample basis and limited to one time only and after opening the bid. Please confirm.</p>	<p>As per the RFP</p>

Corrigendum for RFP For Selection of Vendor(s) for supply of Tablets throughout the State of Uttar Pradesh

S. No	Section No.	Clause No.	Pg No.	Actual Clause/Ref/sub as in the RFP	Clarification Sought	Responses
306.	III	3.9	39	<p>Delivery Schedule</p> <p>The Tablets supply shall be completed within the schedule as given below:</p> <p>S No. Quantity to be delivered Supply Schedule in Calendar days</p> <ol style="list-style-type: none"> 1. 5% of ordered quantity 0-60 days 2. 5% of ordered quantity 61-90 days 3. 10% of ordered quantity 91-120 days 4. 20% of ordered quantity 121-150 days 5. 20% of ordered quantity 151-180 days 6. 20% of ordered quantity 181-210 days 7. 20% of ordered quantity 211-240 days 	We request UPLC to provide 2 months lead time for the preparation, signing & collection of ebom which is an normal practice and followed by worldwide. Please confirm.	As per the RFP
307.	IV	4.2.3, 4.4(a), 4.4(b)	48, 51, 51	<p>Warranty Obligations:</p> <p>The total Penalty in the year shall not exceed 5% of the total value of the Order.</p> <p>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.</p>	We request UPCL to give 21 days Turn around time and penalty shall be paused after that. Please confirm.	As per the RFP
308.	V	5.1(d)	54	<p>The Prime Bidder (and all members of Consortium), should be registered under Companies Act, 1956. Partnership and Proprietor firms are not allowed.</p>	We request UPLC to also accept the Bids from companies did the Transfer of Technology from the OEM outside of India. OEM will full support to bidder to manufacturer the Tablets in India. After declaring the successful Bidder can make tie-up for the Electronic Manufacturing Service Provider to fulfill the delivery period set by UPLC. Please confirm.	As per the RFP
309.	V	5.1(i)	54	<p>In case System Integrator is the Prime Bidder, one member should be an OEM of Tablets/ Laptops/ PCs/Mobile Handheld Devices.</p>	Please confirm whether foreign OEM can be considered for the tie-up with System Integrator.	As per the RFP

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S. No	Section No.	Clause No.	Pg No.	Actual Clause/Ref/sub as in the RFP	Clarification Sought	Responses
310.	V	5.2(d)	55	Demand Draft/ Banker's Cheque/ Bid Document purchase receipt (in case Bid Document is purchased from UPLC Office) of Bid document Fees and Demand Draft/Banker's Cheque of Processing Fees and Demand Draft/Banker's Cheque/Bank Guarantee of Earnest Money Deposit (EMD) should be attached separately while submitting the Bid.	We understand that Bid Document Fees, Processing Fees & EMD will be attached in the Qualification Bid. Please confirm.	As per the RFP
311.	V	5.2(g)	55	As part of the Bid, Bidder should also provide the Qualification Bid in soft copy format, in the form of a non-rewriteable CD (Compact Disc) as follows:	Please confirm whether bidder needs to make scanned copy of the entire Qualification Bid (As bidder needs to sign & stamp each & every page). But this is not seems feasical being the size of the bids. We request UPCL to relax this condition. Please confirm.	As per the RFP
312.	V	5.9(d)	57	Samples of Tablets proposed to be supplied.	We request UPLC to relax or remove the condition of sample submission & test report as it is wide in nature and require long time to complete also may be there is any requirement to modify or develop an specific feature as per the tender. Successful Bidders can submit the Test Report as well as sample to UPLC. Please confirm.	As per the RFP
313.	V	5.9(b)	57	A notarized copy of the Consortium Agreement between the Prime Bidder and the other members of the Consortium (as per the format provided in Section 8.4 of this RFP Document), describing the respective roles and responsibilities of all the members, in meeting the overall scope and requirements of the proposed Projects.	We request UPLC to accept the consortium agreement as MoU on plain paper being normal practice and time constraint. Please confirm.	As per the RFP

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S. No	Section No.	Clause No.	Pg No.	Actual Clause/Ref/sub as in the RFP	Clarification Sought	Responses
314.	V	5.14 (a)	59	Bidders shall submit, along with their Bids, Bid security (refundable) or Earnest Money Deposit (EMD) of INR 24,00,00,000/- (Rupees Twenty Four Crores only), in the form of a Demand Draft/Banker's Cheque drawn on a Scheduled Commercial Bank, in favour of "U.P. Electronics Corporation Limited" payable at Lucknow or Bank Guarantee of Scheduled 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. Please refer Annexure-4 for the Bank Guarantee Format.	1. Please confirm the validity period of the EMD. Please confirm.	As per the RFP
315.	V	5.14 (b)	59	The EMD of all unsuccessful Bidders would be refunded by UPLC. The Bid security, of the successful Bidder would be returned upon submission of Performance Guarantee.	Please confirm the value of the Bid security needs to be submitted by the successful bidder.	As per the RFP
316.	V	5.16 (a)	60	It will be incumbent upon each Bidder to fully acquaint himself with the local conditions and other relevant factors at the proposed Distribution/ Training/ Demonstration centers which would have any effect on the performance of the Agreement and/or the cost. The Bidders are advised to visit the proposed AMC location (at its own cost) and due-diligence should be conducted before the Pre-Bid meeting/ Bid-submission.	As pre-bid meeting is scheduled on 29 Nov, time is very short for visiting the sites as mentioned in this clause before the pre-bid meeting. If UPLC really wants bidder to do this, needs to shift the pre-bid meeting date to 2 weeks seeing the geographical size of U.P. state otherwise delete entire clause no. 5.16.	As per the RFP

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S. No	Section No.	Clause No.	Pg No.	Actual Clause/Ref/sub as in the RFP	Clarification Sought	Responses
317.	V	5.18.7 (b)	63	In case L1 offers to supply partial order quantity and is assessed to have adequate capacity to supply the offered partial order quantity as per the Delivery schedule by the Tender Evaluation Committee [TEC] then the L1 bidder shall be contracted to supply the reduced quantity (which shall be more than the guaranteed minimum quantity) and rest of the quantity shall be divided in equal ratio among the successful Bidders provided the successful Bidders are ready to offer the quantity at the rates quoted by L1.	Please confirm the guaranteed minimum vaue for L-1 Bidder, which he needs to execute at least.	As per the RFP
318.	V	5.28 (xi)	67	Bidder fails to deposit the Performance Guarantee or fails to enter into a Agreement within 15 working days of the date of Letter of award of Contract(LOI) or within such extended period, as may be specified by UPLC.	We request UPLC to give minimum 30 days time to submit Performance Guarantee to successful bidders.	As per the RFP

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S. No	Section No.	Clause No.	Pg No.	Actual Clause/Ref/sub as in the RFP	Clarification Sought	Responses
319.	VI	6.1 (d), 6.5(b), 6.8(a)	70, 76, 77	The Vendor in pursuance of its proposal undertakes to Supply, Commission, Service support and any other requirement as per UPLC during the aforesaid period stated hereinabove. UPLC has engaged the Vendor for Supply, Commissioning, and Maintenance of Tablets. The Vendor is required to supply the Tablets, offer the Tablets for Pre-dispatch inspection, facilitate the Post delivery sample Inspection and testing, provide 12 months comprehensive warranty and manning and operating the Service Centres along with support and infrastructure as necessary during the term of this Agreement and includes all such processes and activities which are consistent with the proposals set forth in the Bid, the RFP and this Agreement and are deemed necessary by UPLC in order to meet its requirements (hereinafter „Scope of Work“). The Vendor would be required to Supply, Commission and Maintain the Tablets. It will be the Bidder's responsibility to ensure compliance to the requirements and continued operation as per the schedule in accordance with and in strict adherence to the terms of this Bid, the RFP and this Agreement.	We understand that commission is not applicable to Tablets whereas it is normally done for network side equipments, please remove this from the clause or explain in details what work needs to be done under commission.	As per the RFP
320.	VII	7.1(i)	103	The Vendor shall employ and provide such qualified and experienced Personnel and Sub-Contractors as are required to carry out the supply of goods and warranty Services.	As mentioned in this clause, we understand that successful bidder can do the sub - contracting. Please confirm.	As per the RFP

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S. No	Section No.	Clause No.	Pg No.	Actual Clause/Ref/sub as in the RFP	Clarification Sought	Responses
321.	VII	7.1(ii), 7.1(iii), 7.1(iv)	103	The Vendor shall provide the structure of the Implementation Team. The Vendor shall clearly mention the details of Technical Staff deployed at all Service Centres with no same resource proposed for more than one location. The Vendor is required to provide CVs of the Key personnel such as Project Manager, District Supervisor/Team Lead etc clearly mentioning professional & educational background. Besides the positions mentioned, the Vendor is free to propose personnel for any other managerial posts which he feels would be important for successful implementation of the Project.	We request UPLC to not to ask to submit these details at the time of Bid. Successful bidder can submit these details to UPLC. At the time of Bid, UPLC may ask Bidder to submit one undertaking in this regard. As Bidder needs to plan to appoint man power & open the Service Centres once he declared successful. Please confirm.	As per the RFP
322.	VIII	f	110	CONSORTIUM AGREEMENT (In case of Consortium) We have enclosed a Consortium Agreement clearly indicating the Prime Bidder and the members of the Consortium.	Please let us know if any format needs to follow for consortium agreement or we can made an MoU kind of thing. Please confirm.	As per the RFP
323.	VIII	g	110	PARENT COMPANY GUARANTEE We have enclosed a Parent Company Guarantee indicating Parent Company Liability in case of default by its wholly owned Subsidiary.	We understand this clause shall be included if applicable otherwise bidder can delete this from their Bid Letter if not applicable. Please confirm.	As per the RFP
324.	VIII	8.2 (15), 1(a)	111, 112	Financial Details FY 2011-2012 Documents Required: Annual Reports for the last 3 years.	FY 2011-12, our company financial year is expended from April, 2011 to Oct, 2012. this is in accordance with the letter from Registrar Office. Due to this Annual Report is under process FY 2011-2012. We can submit 2010-11 Annual report and this letter. Please accept this.	As per the RFP

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S. No	Section No.	Clause No.	Pg No.	Actual Clause/Ref/sub as in the RFP	Clarification Sought	Responses
325.	VIII	2(a)	112	The Bidder (Prime Bidder in case of a Consortium) should be an established Original Equipment Manufacturer in India or Abroad OR System Integrator in India for Tablets/ Laptops/ PCs/ Mobile Handheld Devices and should have been in this business for a period of at least three years as on date of submission of bid.	We request UPLC to also accept the Bids from companies did the Transfer of Technology from the OEM outside of India. OEM will full support to bidder to manufacturer the Tablets in India. After declaring the successful Bidder can make tie-up for the Electronic Manufacturing Service Provider to fulfill the delivery period set by UPLC. Please confirm.	As per the RFP
326.	VIII	2(a)	112	Work Orders along with the completion Certificate/ satisfactory client Certificate confirming year and Area of activity.	Many bidders have supplied the products in open (Retail) market, we understand that in case of this UPCL accept the declaration from the bidder for the supply of the same.	As per the RFP
327.	VIII	2(a)	112	A certificate from the Company Secretary of the Bidder (Prime Bidder in case of a Consortium) certifying that the company has been in business of manufacturing Tablet/ Laptops/ PCs/ Mobile Hand held devices for at least three years as on date of submission of bid.	We request UPLC to also include the supply of the Broadband CPE's, 3G Data Card & FWP's. Please confirm.	As per the RFP
328.	VIII	3	115	Consortium Agreement on a Non Judicial stamp paper duly notarized.	We request UPLC to accept the MoU as a consortium agreement on plain paper being international practice. Foreign company may not willing to sign an Indian Stamp Paper & also may be inconvenient due to lack of time. Please confirm.	As per the RFP
329.	VIII	5	116	The Bidder (Prime Bidder and OEM in case of a Consortium) should have an average annual turnover of at least INR 1,100 Crores during the last three financial years (i.e. 2009-2010, 2010-2011, 2011-2012). The members of Consortium other than OEM should individually have an average annual turnover of at least INR 200 Crores during the last three financial years (i.e. 2009-2010, 2010-2011, 2011-2012).	We request UPLC to make the average turnover requirement to 300 Crores to Prime Bidder and OEM in case of a Consortium. For other than OEM, individually shall have an average annual turnover of at least INR 100 Crores.	As per the RFP

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S. No	Section No.	Clause No.	Pg No.	Actual Clause/Ref/sub as in the RFP	Clarification Sought	Responses
330.	VIII	5	116	Audited Profit and Loss Statement and Balance sheets for the last three financial years (i.e. 2009-2010, 2010-2011, 2011-2012).	FY 2011-12, our company financial year is expended from April, 2011 to Oct, 2012. this is in accordance with the letter from Registrar Office. Due to this Annual Report is under process FY 2011-2012. We can submit 2010-11 Annual report and this letter. Please accept this.	As per the RFP
331.	VIII	6,7	116, 117	<p>The Bidder (Prime Bidder in case of a Consortium)should have a consolidated minimum positive Net Worth as on the last day of preceding last 3 financial years (i.e. 2009-2010, 2010-2011, 2011-2012). [Net Worth=Paid-up share capital + Reserves and surpluses (Excluding Revaluation Reserves) – Preliminary and pre-operative expenditure and miscellaneous expenditure to the extent not written off, as per the annual report and as adjusted with any qualifications in the Auditors" Report] Audited annual accounts or Statutory Auditor Certificate or Certificate from the Company Secretary of Bidder specifying the Net Worth for the specified years.</p> <p>The Bidder (Prime Bidder in case of a Consortium) should have positive Net Cash Accruals (Profit after Tax + Depreciation – Dividends) in each of the previous three financial years (i.e. 2009-2010, 2010-2011 & 2011-2012).</p>	FY 2011-12, our company financial year is expended from April, 2011 to Oct, 2012. this is in accordance with the letter from Registrar Office. Due to this Annual Report is under process FY 2011-2012. We can submit 2010-11 Annual report and this letter. Please accept this.	As per the RFP
332.	VIII	9	117	The OEM should have installed manufacturing capacity of a minimum of 4,00,000 Tablets/Laptops/PCs/ Mobile handheld devices per year in the last 3 years.	Many bidders have supplied the products in open (Retail) market, we understand that in case of this, we request UPCL to accept the declaration from the bidder for the supply of the same and supply also limited to 1,00,000 tablets in last three years.	As per the RFP

Corrigendum for RFP For Selection of Vendor(s) for supply of Tablets throughout the State of Uttar Pradesh

S. No	Section No.	Clause No.	Pg No.	Actual Clause/Ref/sub as in the RFP	Clarification Sought	Responses
333.	VIII	9	117	<p>In case of Indian Manufacturer, Manufacturing Licence (ML) or Industrial Entrepreneur Memorandum (IEM) or Foreign Investment Promotion Board (FIPB) clearance or any other document from Tax Authority or Statutory Authority establishing the Tablets/ Laptops/ PCs/Mobile handheld devices manufacturing capacity.</p> <p>In case of Foreign Manufacturer, official documentation establishing the Tablets/ Laptops/ PCs/Mobile handheld devices manufacturing capacity from Tax Authority or Statutory Authority of the Country of Incorporation.</p> <p>Details of all units manufacturing Tablets to be submitted as per Section 8.15</p>	We request UPLC to also include the supply of the Broadband CPE's, 3G Data Card & FWP's being similar in nature. Please confirm.	As per the RFP
334.	VIII	10	118	<p>The Bidder (Prime Bidder in case of a Consortium) should have successfully shipped at least 6,00,000 Tablets/ Laptops/ PCs/ Mobile handheld devices within the last 3 years to clients/ Dealers/ Distributors. • Also out of the above mentioned quantity at least 10% (Ten percent) i.e. 60,000 tablets exclusively should have been shipped within the last 3 years to clients/ Dealers/ Distributors.</p> <p>Note: Multiple work orders of supplied quantity of 6,00,000 of Tablets/ Laptops/ PCs/ Mobile handheld devices including 60,000 exclusive shipment of tablets during the last 3 years from date of submission of the bid, shall be considered. Only</p>	Many bidders have supplied the products in open (Retail) market, we understand that in case of this, we request UPCL to accept the declaration from the bidder for the supply of the same and supply also limited to 1,00,000 tablets in last three years.	As per the RFP

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S. No	Section No.	Clause No.	Pg No.	Actual Clause/Ref/sub as in the RFP	Clarification Sought	Responses
335.	VIII	14	119	The Bidder (Prime Bidder in case of a Consortium) must have at least 600 technically qualified professionals on its rolls or with franchisees in the area of Tablet / PCs/ Laptop maintenance , systems integration, Mobile Handset assembly and maintenance, infrastructure maintenance support & services. Note: In case the sole Bidder uses the channel partner/dealer to provide twelve months comprehensive maintenance, the Certificate from Head of HR Department or the Company Secretary of the channel partner/dealer shall be submitted. In case of franchisees the bidder has to submit the list of franchisee with complete address, contact number and number of technically qualified manpower available with the franchisee duly signed and stamped by the Authorised Signatory.	We request UPLC to relax to provide the Resource List of 600 employees & accept undertaking in this regard from Bidder being time constraint.	As per the RFP
336.	VIII	15	120	The Bidder (Prime Bidder in case of a Consortium) should supply a minimum of 4,00,000 number of Tablets	Many bidders have supplied the products in open (Retail) market, we understand that in case of this, we request UPCL to accept the declaration from the bidder for the supply of the same and supply also limited to 1,00,000 tablets in last three years.	As per the RFP
337.	VIII	16	120	The Bidder (Prime Bidder in case of a Consortium) should submit a Sample Tablet along with Test Report of the submitted sample Tablet.	Being very less time, we request UPLC to accept this test reports after declaration of successful bidder. This testing is in wide in nature and require long time to complete also may be there is any requirement to modify or develop an specific feature as per the tender. Please confirm.	As per the RFP

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S. No	Section No.	Clause No.	Pg No.	Actual Clause/Ref/sub as in the RFP	Clarification Sought	Responses
338.	VIII	8.4(a)	123	<p>Kindly Note:</p> <ul style="list-style-type: none"> In case of Consortium, the Prime Bidder should be an OEM/System Integrator and all members must be companies registered in India. The Prime Bidder should have been in operation for a period of at least 3 years. 	We request UPLC to also accept the Bids from companies did the Transfer of Technology from the OEM outside of India. OEM will full support to bidder to manufacturer the Tablets in India. After declaring the successful Bidder can make tie-up for the Electronic Manufacturing Service Provider to fulfill the delivery period set by UPLC. Please confirm.	As per the RFP
339.	VIII	8.4(b)	123	In case of a Consortium, the Prime Bidder would need to submit an Agreement with the other Consortium members for the Contract clearly indicating the division of work with respect to the Scope of Work (naming relevant clauses and sub-clauses) and their relationship. The Agreement should be prepared on a stamp paper of requisite value duly notarized as per the format given subsequently.	We request UPLC to accept the MoU as a consortium agreement on plain paper being international practice. Foreign company may not willing to sign an Indian Stamp Paper & also may be inconvenient du to lack of time. Please confirm	As per the RFP
340.	VIII	2	125	That M/s _____ which is the Lead Member of the Consortium shall invest and continue to invest in at least $(100/n + 1)\%$ Interest in the Consortium for the Lock In Period as specified in the RFP document. (where n is number of members in the Consortium including Prime Bidder).	Please confirm the value with example which needs to invest at least $(100/n+1)\%$. Please confirm.	As per the RFP
341.	VIII	9	125	This Consortium Agreement shall be construed and interpreted in accordance with the laws of India and the Courts of Lucknow shall have the exclusive jurisdiction in all matters arising there under.	We understand that normally agreements in between Indian & foreign partners are as per international laws. Please relax the same.	As per the RFP

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S. No	Section No.	Clause No.	Pg No.	Actual Clause/Ref/sub as in the RFP	Clarification Sought	Responses
342.	VIII	8.12	128	Format 12 – Resource List 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 14 of section II.	We request UPLC to relax to provide the Resource List of 600 employees & accept undertaking in this regard from Bidder being time constraint.	As per the RFP
343.	IX	9.2	135	(Note) All unit rates indicated above are inclusive of transport, packing insurance charges and all other expenses up to the point of delivery, commissioning and twelve months comprehensive warranty as detailed in the RFP.	We understand that commission is not applicable to Tablets whereas it is normally done for network side equipments, please remove this from the clause or explain in details what work needs to be done under commission.	As per the RFP
344.	Schedule V	2(i)	171	Within 7 days of issue of LOI, the Vendor will submit to UPLC the resource list as per Section 8.12 & the CVs of Key Personnel as per Section 8.13.	We request UPLC to give at least 15 days from the date of issue of LOI.	As per the RFP
345.	Annexure 1		173	we shall adhere to the implementation plan (Supply of Tablets and warranty for a period of one year from the date of successful commissioning of Tablets) or such adjusted plan as may subsequently be mutually agreed between us and the UPLC or its appointed representatives.	We understand that commission is not applicable to Tablets whereas it is normally done for network side equipments, please remove this from the clause or explain in details what work needs to be done under commission.	As per the RFP

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S. No	Section No.	Clause No.	Pg No.	Actual Clause/Ref/sub as in the RFP	Clarification Sought	Responses
346.	Annexure 2	3,4	175	The Bidder (All members of Consortium) should be registered under Company's Act 1956. Partnership and Proprietor firm are not allowed. The Bidder (Each member of the Consortium) shall have Company Registration Certificate, registration under Labour Laws & Contract Act, valid Sales Tax Registration Certificate, valid Service Tax Registration Certificate and Permanent Account Number (PAN) issued by Income Tax Department (Copy of each registration should be provided). '	We understand if foreign OEM is an part of the consortium than its is not required to be registered under Indian Company Act 1956. Main Bidder can submit the required certificates from the equivalent authority from his country. Please confirm.	As per the RFP
347.	Annexure 2	5	175	Attested copy of the Company's annual report has to be attached along with the Bid. Bidder should submit an undertaking that Bidder (or any member of the Consortium) is as a Company/Consortium and product quoted are not Black Listed by any Government Department/Agency in India	we understand that attested copy means the self attested by the authorized person from the respective company, please confirm.	As per the RFP
348.	Annexure 2	10	176	The Prime Bidder should be an established Original Equipment Manufacturer in India or Abroad or System Integrator in India for Tablets/ Laptops/ PCs/ Mobile Handheld Devices.	We understand that an foreign OEM can partner with Indian company who act as lead bidder as per this clause.	As per the RFP
349.	Annexure 7		190	General	We understand that test report given in the Tender Document is wide in nature and may require lot of time to conduct the testing. As the specification mentioned in the tender is different from the readymade tablets available in market, may be OEMs needs some time to incorporate some addition of the hardware or software which needs time. We request UPLC to accept the test report & samples after declaring the successful bidder and not the time of Bid to provide the most competitive offer. Please confirm.	As per the RFP

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S. No	Section No.	Clause No.	Pg No.	Actual Clause/Ref/sub as in the RFP	Clarification Sought	Responses
350.	Annexure 7	1.2	190	Stand by Power: It Shall not be more thanW	Please provide the MAX standard standby power, which is not mentioned here.	STQC/ERTL/ETDC reports would be recorded/accepted
351.	Annexure 7	5	192	Marking	We understand that Marking can be done only after getting the desired details from UPLC, normally samples are not having any making and mass supply will be have according to UPLC requirement. So please remove this requirement from the Test Report being not affect the performance of the product and can be verified at the time of offering of the mass production to UPLC.	As per thr RFP
352.	Annexure 8		202	Confirms to Technical Inspection	As UPLC ask for the Test Report from the Govt Labs, we understand that same Test Report can be submitted to Pre-dispatch authority. Please confirm.	As per the RFP
353.					We understand that UPLC will provide Packing, Customization, Printing & Default Settings of the Tablet to successful bidder before starting to delivery timeline to bidder to make him enable the delivery in timeline manner. Please confirm.	As per the RFP
354.					We understand that AMC is not applicable in this Tender, please confirm.	As per the RFP
355.	II	2(a)	21	The Bidder (Prime Bidder in case of a Consortium) should be an established Original Equipment Manufacturer in India or Abroad OR System Integrator in India for Tablets/ Laptops/ PCs/ Mobile Handheld Devices and should have been in this business for a period of at least three years as on date of submission of bid.	May be amended as The Bidder (Any Bidder in case of a Consortium) should be an established Original Equipment Manufacturer in India or Abroad OR System Integrator in India for Tablets/ Laptops/ PCs/Mobile Handheld Devices or GSM/CDMA equipment for mobile communication or any other telecommunication equipment, etc. (ICT products) and should have been in this business for a period of at least three years as on date of submission of bid. Comment: ITI is a leading manufacturer of telecom equipments which are more complex compared to Tablet PCs	As per the RFP

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S. No	Section No.	Clause No.	Pg No.	Actual Clause/Ref/sub as in the RFP	Clarification Sought	Responses
356.	II	6	24	<p>The Bidder (Prime Bidder in case of a Consortium) should have a consolidated minimum positive Net Worth as on the last day of preceding last 3 financial years (i.e. 2009-2010, 2010-2011, 2011-2012).</p> <p>[Net Worth=Paid-up share capital + Reserves and surpluses (Excluding Revaluation Reserves) – Preliminary and pre-operative expenditure and miscellaneous expenditure to the extent not written off, as per the annual report and as adjusted with any qualifications in the Auditor’s Report]</p>	<p>May be amended as</p> <p>The Bidder (Prime Bidder in case of a Consortium) should have a consolidated minimum positive Net Worth as on the last day of preceding last 3 financial years (i.e. 2009-2010, 2010-2011, 2011-2012).</p> <p>[Net Worth=Paid-up share capital + Reserves and surpluses (Including Revaluation Reserves) -Preliminary and pre-operative expenditure and miscellaneous expenditure to the extent not written off, as per the annual report and as adjusted with any qualifications in the Auditor's Report]</p>	As per the RFP
357.	II	7	24	<p>The Bidder (Prime Bidder in case of a Consortium) should have positive Net Cash Accruals (Profit after Tax + Depreciation – Dividends) in each of the previous three financial years (i.e. 2009-2010, 2010-2011 & 2011-2012).</p>	<p>The following line may be added</p> <p>In case of a large Public Sector Undertaking (like ITI) under revival, also having manufacturing facilities in UP, an exception may be made.</p>	As per the RFP

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S. No	Section No.	Clause No.	Pg No.	Actual Clause/Ref/sub as in the RFP	Clarification Sought	Responses
358.	II	10	25	The Bidder (Prime Bidder in case of a Consortium) should have successfully shipped at least 6,00,000 Tablets/ Laptops/ PCs/ Mobile handheld devices within the last 3 years to clients/ Dealers/ Distributors. · Also out of the above mentioned quantity atleast 10% (Ten percent) i.e. 60,000 tablets exclusively should have been shipped within the last 3 years to clients/ Dealers/ Distributors. Note: Multiple work orders of supplied quantity of 6,00,000 of Tablets/ Laptops/ PCs/ Mobile handheld devices including 60,000 exclusive shipment of tablets during the last 3 years from date of submission of the bid shall be considered. Only Dispatches made from vendor warehouses shall be considered.	<p>May be amended as</p> <p>The Bidder (or any member of the Consortium) should have successfully shipped at least 6,00,000 Tablets/ Laptops! PCs! Mobile handheld devices within the last 3 years to clients/Dealers/ Distributors.</p> <p>Also out of the above mentioned quantity atleast 10% (Ten percent) i.e. 60,000 tablets exclusively should have been shipped within the last 3 years to clients/Dealers/ Distributors.</p> <p>Note: Multiple work orders of supplied quantity of 6,00,000 of Tablets/ Laptops! PCs! Mobile handheld devices / IFWTs / ADSL CPEs including 60,000 exclusive shipment of tablets during the last 3 years from date of submission of the bid shall be considered. Only Dispatches made from vendor warehouses shall be considered.</p>	As per the RFP

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S. No	Section No.	Clause No.	Pg No.	Actual Clause/Ref/sub as in the RFP	Clarification Sought	Responses
359.	II	14	26	<p>The Bidder (Prime Bidder in case of a Consortium) must have at least 600 technically qualified professionals on its rolls or with franchisees in the area of Tablet / PCs/ Laptop maintenance, systems integration, Mobile Handset assembly and maintenance, infrastructure maintenance support & services.</p> <p>Note: In case the sole Bidder uses the channel partner/dealer to provide twelve months comprehensive maintenance, the Certificate from Head of HR Department or the Company Secretary of the channel partner/dealer shall be submitted. In case of franchisees the bidder has to submit the list of franchisee with complete address, contact number and number of technically qualified manpower available with the franchisee duly signed and stamped by the Authorised Signatory.</p>	<p>May be amended as The Bidder (or any member of the Consortium) must have at least 600 technically qualified professionals on its rolls, either individually or collectively or with franchisees in the area of Tablet / PCs/ Laptop maintenance, systems integration, Mobile Handset assembly and maintenance, infrastructure maintenance support & services.</p> <p>Note: In case the sole Bidder uses the channel partner/dealer to provide twelve months comprehensive maintenance, the Certificate from Head of HR Department or Certificate from Head of HR Department or the Company Secretary of the channel partner/dealer shall be submitted. In case of franchisees the bidder has to submit the list of franchisee with complete address, contact number and number of technically qualified manpower available with the franchisee duly signed and stamped by the Authorised Signatory</p>	As per the RFP
360.	II	15	27	The Bidder (Prime Bidder in case of a Consortium) should supply a minimum of 4,00,000 number of Tablets.	<p>May be amended as The Bidder (or the Consortium) should supply a minimum of 4,00,000 number of Tablets.</p>	As per the RFP
361.	II	16	27	The Bidder (Prime Bidder in case of a Consortium) should submit a Sample Tablet along with Test Report of the submitted sample Tablet.	<p>The following line may be added Or an undertaking that testing is in progress and report will be submitted prior to placement of order.</p>	As per the RFP
362.	III	3.3(a)	35	It is the sole responsibility of the Bidders to submit the samples and get the testing of the Tablets completed and furnish the test report along with the Qualification Bid.	<p>The following may be added: Bidder is permitted to submit the an undertaking that testing is in progress and that test reports may be submitted later.</p>	As per the RFP

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S. No	Section No.	Clause No.	Pg No.	Actual Clause/Ref/sub as in the RFP	Clarification Sought	Responses
363.	VI	6.21	84	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 upward/downward revisions and of the quantities to the extent of 10 % (Twenty Percent) shall be carried out without any time and cost effect to UPLC.		The Clause may be read as “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 upward/downward revisions and of the quantities to the extent of 10 % (Ten Percent) shall be carried out without any time and cost effect to UPLC.”
364.	Annexure - 7			Test Report		The Revised Test Report is annexed with the Document.

Test Report

Name of the Testing Agency, Place	
REPORT NO: Reference/<job no>	PAGE ___ OF ___
TEST ON TABLET	DATE OF ISSUE: dd.mm.yyyy

1	Service Request No.			
2	Name & Address of the Client			
3	Description & Identification of Test Sample(s)	Nomenclature		
		Make		
		Model		
		Sl.No.		
		Accessories		
4	Sample(s)	Received Date: dd.mm.yyyy	Test Completed Date: dd.mm.yyyy	
5	Testing performed at	_____ Centre		
6	No. of sample(s) tested	In Figure: _____ In Words: _____		
7	Standard/Test Procedure	As per Customer's Specification Tender Reference: _____		
8	Major Equipment used and traceability Details			
No.	Equipment Used	Uncertainty (Best Case)	Calibration Reference/Report Agency	Valid up to
i.				
ii.				
iii.				

1. Test Results

Specification : Customer Test method ; IS 14896-2001

Item : Testing of , Tentative Test Time :

No. of Test Specimen :

Ambient Temperature :

R. Humidity :

Cl. No.	Specification / Requirements		Result / Observations	Remarks
1.1	Power Supply	Power Consumption measured and value shall be specified/observed		
1.2	Stand by Power	It Shall be specified/ observed		
2.1	Visual Examination/ Display Size	9.7 inch Diagonal Size or higher Capacitive LCD Multi Touch * Display intensity to support at least three level of intensity. Display should be readable in daylight in-room lighting conditions. Preferably also readable in shade outdoor in daylight.		
2.2	Display Resolution	1024x768 pixels or Higher, 24 Bit true colour or better Display		
2.3	Functional Performance	Check for display, data availability, OS Booting by Power on		
2.4	Effect of power supply variation	The shall meet the functional requirements when operated from 110 V to 250 V AC and for frequency (50 Hz), variation from 47 Hz to 53 Hz		
3.1	Conducted emission	The conducted emission and the radiated emission shall be limited to the requirements specified in Table 2 & 4 & 6 for class B equipment in IS-6873 (Part 7) Limits and Methods of Measurement of Radio Disturbance Characteristics- Part 7: Information Technology Equipment		
3.2	Conducted Susceptibility	Electrostatic Discharge Test (as per IS 14700-4-2): Class-1, Contact Discharge 2 kV Air discharge: 4kV or The test shall be carried out according to IEC 61000-4-2		
		Electrical fast transient/burst test (as per IS 14700-4-4) : Level 2 Test Voltage : 1 kV OR The Test shall be carried out according to IEC 61000-4-4		
		Surge/spike test (as per IEC 61000-4-5) : Level -2, Test Voltage : 1 kV		
4.0	Safety Requirements	Earth Leakage current (Cl.5.1 of IS : 13252-2003) Shall not exceed 3.5 ma Dielectric Test (Cl.5.1 of IS : 13252-2003) Test Voltage : 1.5 kVrms; Duration : 60s Point of application : Between		

Cl. No.	Specification / Requirements	Result / Observations	Remarks
		Phase/Neutral & Ground	
		Dielectric Test (Cl.5.1 of IS : 13252-2003) Test Voltage : 1.5 kVrms; Duration : 60s Point of application : Between Phase/Neutral & Ground	
5.0	Marking	Manufacturer's Name or trademark	
		Model designation & serial number	
		Country of Manufacture	
		Input AC voltage range and frequency	
		Logo of Uttar Pradesh Government & other information like – "Presented by Chief Minister or Department Name" on body of Tablet etc.	
6.1	Durability Test	Drop (free fall) Test (IS-9000-7-4) Height : 25mm, No. of falls : 8 (4 corners + 4 edges) unpacked After the test, the Tablet shall satisfy Visual examinations and functional requirements	
6.2	Durability Test	Vibration test (IS : 9000-6 / IS:9000-8) Frequency range : 10-55 Hz Acceleration : 1g Duration : 45 Min/axis No. of axis : 3 Condition : Unpacked, Shippable Power Off After the test, the Tablet shall satisfy Visual examinations and functional requirements	
6.3	Environment Test	Dry heat test (IS:9000 -3-5) Temperature :55 deg. Centigrade Duration : 16 h Condition : unpacked Power OFF After the test, the Tablet shall satisfy Visual examinations and functional requirements	
6.4	Environment Test	Damp heat cyclic test (IS:9000-5-1) Temperature : 40 deg. Centigrade Relative Humidity : >= 90% Duration : 48h (2 cycles) Condition : unpacked Power OFF After the test, the Tablet Shall satisfy Visual examinations and functional requirements	

Cl. No.	Specification / Requirements		Result / Observations	Remarks
6.5	Environment Test	Cold Test (IS:9000-2-4) Temperature : -10 ⁰ C Duration : 2h Condition : unpacked Power OFF After the test, the Tablet Shall satisfy Visual examinations and functional requirements		
6.6	Burn-in-test	Burn-in-test Temperature : 45 ⁰ C Duration : 48 hrs Condition : Power ON After the test, the Shall satisfy Visual examinations and functional requirements		Bidder should provide the Sample Tablet in active mode for 48 hours, so that display should be available during entire period of Burn in Test. Power Saver mode should be disabled in Sample Tablet.
7.0	Construction and Externals	The Casing ABS plastic of Black or Gray colour Display screen with Government approved designed Logo on rear Side.		
8.0	Operating System (OS)	Android 4.0 ICS or Later/ Higher or Windows OS		
9.0	Processor	Cortex A8/Multi Core/Intel or equivalent 1.0 GHz Processor or Higher.		
10	RAM	1 GB DDR3		
11	Front Camera	VGA (0.3MP) or higher		
12	Rear Camera	2.0 MP or higher		
13	Memory / Storage	* 8 GB Internal Flash (NAND) Memory * 32 GB Memory SD Card in SD Card Slot		
14	Audio Support	Mono Audio (stereo preferable), with external 3.5 mm stereo jack for headphone and with built-in speaker. (Line in optional)		
15	3G Support	Yes		Required no. of 3G SIM Cards will be provided by Bidder for functionality check.
16	Wi-Fi	IEEE 802.11 b/g support with WPA2 * 15 meters range minimum with a throughput of at least 1MB per second of file transfer between unloaded server and the Tablet.		
17	Ports	(1USB + 1Micro USB) or (2 Micro USB with Convertor Cable micro USB to USB) with GPRS+3G SIM Cards Slot + 1 Micro SD Card Slot.		
18	Battery	4000 mAh Li-Ion or Li-Polymer or higher (minimum 6 hours battery backup), replaceable battery pack		
19	Bluetooth	Standard Bluetooth 2.0 or higher		
20	AC Power Adopter	Input 110V-250V, 50 Hz AC power adapter with necessary cables		
21	Sensor Gravity	Accelerometer, Gyroscope, Light Sensor		
22	Protection	Cover Case Press shut packaging without screws for the Plastic enclosure.		

Cl. No.	Specification / Requirements		Result / Observations	Remarks
23	Keyboard	USB/Micro USB External Keyboard with rugged & durable Cover Case		
24	Testing/Benchmark or Performance	<p>Drop Test as per IS 9000-7-4 Height 25 mm. No. of falls 8,4 edges, 4 corners unpacked.</p> <p>* Over USB Support for GPRS/3G, USB Stick with FAT file system, printer, keyboard, mouse.</p> <p>* A 20KB word document to open in less than 5 seconds.</p> <p>* A locally stored HTML page with only HTML test with forms and tables (20 KB in size) should open within 5 seconds.</p> <p>* A 20FPS 480p movie to play with not more than 0.05% frame skip rate with all applications such as those using Wi-fi or in the background disables. With a nominal computing load, the skip rate should not be more than 0.25%.</p> <p><u>Mechanical Specifications</u></p> <p>* Impact Hammer Test 0.5 J for casing , 0.22 J for display and 1.00 J for Corner .</p> <p>* Spill resistant for liquid such as water, milk, tea etc.</p> <p>* Humidity resistance for 95% humidity exposure for 10 hours.</p> <p><u>Functional Testing</u></p> <p>* Standard set of documents to be created separately and made available publicly. These documents in DOC, DOCX, PPT, PPTX, XLS, XLSX, ODT, ODP, ODS will be viewed on the device, printed and manually examined for the compliance. Standard expected output to be pre-published using standard software such as Microsoft Office 2010 for office formats. Open Office of ODT, ODP, ODS and Adobe reader for PPT.</p> <p>* Standard set of benchmark images to be viewed and compared in various formats. (At least 5 images in each format with varying sizes)</p>		

Cl. No.	Specification / Requirements	Result / Observations	Remarks
	<ul style="list-style-type: none"> * Audio player to be verified using audio recognition software (a pre-defined standard one) for audio files in each format. * Standard test cases to be created for testing of the output in various Indian languages. The specified behavior for legal as well as illegal combinations of characters to be checked for. * Web Browser compliance to be tested with a few standard HTML pages without and with various CSS/Javascript scripts. * IEEE802.11 b/g support to be verified. * Battery life to be verified by discharging the battery with tablet running standard software with and without Wi-Fi. * Battery :- A minimum of 4 hours video with Wi-Fi at 66% brightness, 6 hours of document reading without Wi-Fi. Charging time not more than 3 hours. Battery charge indicators. Provision for additional charging accessories for the battery such as a crank or a solar panel or an alternate battery. Aging test to ensure that battery life does not fall below 75% after one year under ideal use conditions. 		
25	Intended Applications		

Cl. No.	Specification / Requirements	Result / Observations	Remarks
26	<p>Software</p> <p>scientific visualizations.</p> <p>* Hobby and projects.</p> <p>(All movies/image viewers to be able to run in full Screen Mode)</p> <p>* Viewers for common document formats including Microsoft Office and Open Office formats (DOC, DOCX, PPT, PPTX, XLS, XLSX, ODT, ODP, ODS, PDF)</p> <p>* Viewers for common image formats including JPEG, JPEG2000, GIF, PNG, BMP, TIFF with non-compressed, run-length coded as well as LZW compression formats, NetPBM (PPM, PGM, PNM etc.),</p> <p>* Adobe flash compatibility.</p> <p>* Viewers for common movie formats including MPEG-1, MPEG-2, MPEG-4, Flash Video (version 10.2 or later), Quick Time, Windows Media Video, 360p, 480p resolution HDTV formats, AVI with appropriate codecs.</p> <p>* Audio player to handle formats such as real Audio, MP3, MP2, WAV.</p> <p>* Integrated support for all 27 scheduled Indian language-script pairs (since many languages are written in more than one language) for display.</p> <p>* Open-type font support for Hindi and Urdu.</p> <p>* Virtual keyboard (touch screen) with Roman and Indian Language support.</p> <p>* Rendering Engine for Hindi and Urdu. Support for Unicode 6.0 standard for Indian Language.</p> <p>* Text Editing software for textual files.</p> <p>* Handwriting software to record the graphic annotations (for electronic exercise book).</p> <p>* Web Browser W3C compliant for HTML5, CSS and Javascript, RSS.</p>		
27	<p>Others</p> <p>* Audio and Video Play Back in all format, support 720P & 1080p Videos & Recording.</p> <p>* The manufacturer to provide software</p>		

Cl. No.	Specification / Requirements	Result / Observations	Remarks
	<p>for Firmware upgrade.</p> <p>* Tablet must have operation and display capabilities in English, Hindi and Urdu Languages.</p> <p>* Selected suppliers should permanently burn the logo of UP Government and other information like "Presented by – Hon'able Chief Minister or Department Name" (as desired by the State Government) in the Flash Memory/NVRAM. That should not be removed by usual / normal techniques.</p> <p>* Screen Printing of logo of UP government and other information like "Presented by – Hon'able Chief Minister or Department Name" (as desired by the State Government) in the body of the Tablet.</p>		

No.	Cl. No.	Specification / Requirements	Result / Observations	Remarks
		Memory / Storage Accessories Operation / Instruction Manual		

Advance Functionality Test

No.	Parameters	Results (Y/N)	Remarks
1.	OS Type		
2.	OS Version,		
3.	USB & Micro USB Ports		
4.	GPRS + 3G SIM Card Slot		
5.	Micro SD Card Slot		
6.	Mono audio (Stereo preferable) with external 3.5 mm stereo jack for headphone and with built-in speaker.		
7.	In Built MIC		
8.	Other ports if any		
9.	All keys in keyboard in External Keyboard		
10.	Battery		
11.	Charger		
12.	Video player		
13.	Audio player		

Physical Inspection

No.	Parameter	Make	Model
1.	Processor details	Physical Verification to be checked.	Physical Verification to be checked.
2	Memory		
3	Memory Storage		

2. Conclusion

2.1 The <.....> Make: Model: Conforms / Not Conforms to the requirements specified by the Customer (Tender reference: UPLC/HW/2012/15) (for complete details refer Test Results).

2.2 Tested Photograph

Note

1. This report refers only to particular item(s)/equipment(s) submitted for testing.
2. This report shall not be reproduced except in full without the written approval from Director ERTL(n), New Delhi/ETDC, Chennai.
3. The test result reported is valid at the time of and under the stated condition of measurement.
4. Only the test asked for by the party have been carried out.
5. Any anomalies/discrepancies in this report should be brought to our notice within 45 days from the date of issue of this report.

Authorized Signatory:	Issued By:
Name:	Name:
Designation:	Designation: