

Bid No. : EdCIL/PROC/EDLP-2017/TABLETS

PRE-BID QUERIES RESPONSE DOCUMENT

NATIONAL COMPETITIVE BIDDING

FOR

Supply, Commissioning and maintenance of Tablets with related Hardware
at Primary Schools under EDLP project in Republic of Mauritius



EdCIL (India) Limited

(A Govt. of India Mini Ratna Enterprises)

'EdCIL House', Plot No. 18A, Sector- 16A

NOIDA – 201301 (UP), INDIA

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Pre- Bid Query Response

S. No.	Organization	Section No.	Page No.	Clause as per RFP	Clarification Sought	Pre- Bid Query Response
1	Epson India Pvt. Ltd.	Projector Specification	85	Brightness: 3000 Lumens	Please mention Color Brightness as 3000 ANSI Lumens along with White Brightness as 3000 ANSI Lumens, as both are important for better clarity & true color output .	Pls refer Annexure-1, Para 3 of pre-bid queries response document. Addendum-2 of Annexure-1 needs to be filled and submitted for compliance.
2	Epson India Pvt. Ltd.	Projector Specification	85	Wired connectivity (the wire/cable provided with the projector should be able to connect with the tablet). It is preferable to have wi-fi but Not mandatory: Must include standard cabling and accessories for set up	Please mention the available port/interface in the tablet for better clarity.	No Change in Tender Specification
3	Epson India Pvt. Ltd.	Projector Specification	85	Lamp Power	Request you to instead seek or add Lamp Life as minimum 5,000 hours in Normal operating mode.	Pls refer Annexure-1, Para 3 of pre-bid queries response document. Addendum-2 of Annexure-1 needs to be filled and submitted for compliance.
4	Epson India Pvt. Ltd.	Projector Specification	86	Camera Lens	Please clarify on this, as the projector does Not have in inbuilt camera. Suggest to remove this specification.	Pls refer Annexure-1, Para 3 of pre-bid queries response document. Addendum-2 of Annexure-1 needs to be filled and submitted for compliance.
5	Epson India Pvt. Ltd.	Projector Specification	86	Other Features	Request you to add below specifications as well in order to get a better quality and feature rich product: 1. Split screen feature (As you will be able to view two sources at one time). 2. Contrast Ratio as minimum 10000:1 (For better picture quality)	No Change in Tender Specification

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					<p>3. PC Less presentation feature (Use pen drive for presentations)</p> <p>4. Auto Source Search Feature (The projector should automatically search for the source once connected)</p> <p>5. Auto Power On Feature (On any source detection automatically.)</p> <p>6. Direct Power On/Off Feature (This is useful as the teacher or students may switch off/on the power directly)</p> <p>7. Required connectivity - Minimum HDMI, VGA & USB ports. (As these are the most commonly used ports)</p>	
6	Resseaux Tech Pvt. Ltd. New Delhi	Chapter 2 - 7 B	22	The Bidder should have executed at-least one Similar type of project of Supplying, Commissioning and maintenance of tablets of minimum quantity of 30,000 Nos. in India or Globally in any Govt. department/ institutes in the last three years as on date of submission of bid	Kindly consider the IT Supply orders along with completion from any Institute, Department, Ministries, PSU bodies in last 10 years for the supply of IT related hardware	Pls refer Annexure-1, Para 1 of pre-bid queries response document
7	Resseaux Tech Pvt. Ltd. New Delhi	Chapter 2 -7B	22	a) Work Order + Certificate of Completion with satisfactory performance by client. OR	Kindly consider the IT Supply orders along with completion from any Institute, Department, Ministries, PSU bodies in last 10 years for the supply of IT related hardware	No Change in Tender Condition

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8	Resseaux Tech Pvt. Ltd. New Delhi	Chapter 2 - 7C	23	The Bidder should have an average annual turnover of at least INR 150 Crores from IT/ ITES services during the last three financial years i.e. 2013-2014, 2014-2015 & 2015-16 with net profit and positive net-worth. Net-worth should be as per the definition mentioned in the section 2 (57) of Companies Act 2013. The Bidder should have a minimum average revenue of INR 50 Crores generated from hardware supply, commissioning and their associated maintenance services over the financial years 2013-2014, 2014-2015 & 2015-16.	This clause is very Stringent and restricting / disallowing fair participation among various leading IT companies having vast experience in Supply, Installation, Testing Commissioning of IT hardware, software, networking in domestic / overseas projects. Please amend the clause as per Circular No. 12-02-1-CTE-6 Dated : 17th December 2002 of Govt. Of India guidelines for PQR on Average Turn over in Tender as per following:- Average Annual financial turn over during the last 3 years, ending 31st March of the previous financial year, should be at least 30% of the estimated cost. Please find attached PQR circular copy.	No Change in Tender Condition
9	Resseaux Tech Pvt. Ltd. New Delhi	7H	24	Power of Attorney duly authorized by the Board of Directors to sign the Bid.	Kindly share the format (if any) for Power of Attorney / Authorization to sign the bid	Pls refer Annexure-1, para 4, point no. 3 of pre-bid queries response document. Addendum-3 of Annexure-1 needs to be filled and submitted.
10	Resseaux Tech Pvt. Ltd. New Delhi	9.4	26	The bidder shall also be responsible for loading and installing any bespoke application or educational content provided by MOEHR, TE&SR into the tablets before offering the same for Pre dispatch Inspection.	In tender it is Not clearly defined what kind of software need to be installed. We request & recommend Edcil should check compatibility etc issues before the bidding process is initiated. Meanwhile tender may please be extended.	Pls refer Annexure-1, para 4, point no.4 of pre-bid queries response document
11	Resseaux Tech Pvt. Ltd. New Delhi	9.7 Subclause - V	27	The selected Bidder needs to supply all the required equipment in a single lot with prior intimation to EdCIL.	Kindly allow multiple shipments from India / third country to save time.	Pls refer Annexure-1, para 4, point no. 7 of pre-bid queries response document

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12	Resseaux Tech Pvt. Ltd. New Delhi	9.7 Subclause VI	27	The equipment supplied by the bidder must comply with ICTA Type Approval procedure of Govt. of Mauritius for all its equipment. ICTA type approval compliance details are mentioned in Annexure XXII	Please clarify if Indian Bidder/OEM can obtain ICTA Type Approvals from Govt of Mauritius as it Indian bidders will Not have presence in Mauritius at this stage. Will there be any assistance given by EdCIL / Embassy of India or Govt of Mauritius to provide such ICTA Type approvals. If yes Please share their contact details.	Pls refer Annexure-1, para 4, point no. 6 of pre-bid queries response document
13	Resseaux Tech Pvt. Ltd. New Delhi	9.7 Subclause VII	27	The successful Bidder shall submit Satisfactory Quality Check Pass Reports from the OEM(s) for 100% of the equipment being supplied prior to offering them for pre dispatch inspection.	Will be PDI be done by Edcil or some external agency as in such case Chartered Engineers play an important role.	Pls refer Annexure-1, para 4, point no. 6 of pre-bid queries response document
14	Resseaux Tech Pvt. Ltd. New Delhi	19	30 - 31	19. Inspection and Tests (19.1, 19.2 & 19.3)	Kindly confirm if EdCIL have tested hardware as per specification laid in tender document with software to be loaded at Site. If yes then there is No need to hold Pre Dispatch Inspection.	Pls refer Annexure-1, para 4, point no. 6 of pre-bid queries response document
15	Resseaux Tech Pvt. Ltd. New Delhi	22	32	All the equipment to be supplied must be shipped by the selected Bidder in a single lot as per the timelines given thereunder, to the designated warehouses in Mauritius.	Our request is to Delete or change this clause.	Pls refer Annexure-17, para 4, point no.7 of pre-bid queries response document
16	Resseaux Tech Pvt. Ltd. New Delhi	24.2	33	During commissioning from each lot of equipment, one randomly selected tablet, charging rack, projector will be tested as per pre-dispatch inspection checklist mentioned in Annexure XXI. All other tablets would be checked for basic operations such as switch on/off, browser access, internet access through Wi-Fi, photo care through camera, voice recording etc.	Why randomly selected tablet, charging, projector will be tested as pre dispatch inspection. EdCIL should arrange to provide Installation sign off for all the Tablets, Charging Cart, Projects before being distributed.	No Change in Tender Condition
17	Resseaux Tech Pvt. Ltd. New Delhi	25.a	33	The Selected Bidder is required to provide a standard warranty for the Tablet (including touch screen, Battery and power adapter) and all other equipment supplied under the contract for a period of 1 year plus 2 years support.	OEM of tablets does Not cover battery and power adapter under warranty as these items are treated as consumables items worldwide. Kindly remove them / any mishandling from standard warranty Norms.	No Change in Tender Condition

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18	Resseaux Tech Pvt. Ltd. New Delhi	25.b	33	Onsite support at the schools would be required for all projectors and charging racks.	Will Govt of Mauritius provide centralized premises in all 4 zone to manage support & services required to be given.	Pls refer Annexure-1, para 4, point no. 2 of pre-bid queries response document
19	Resseaux Tech Pvt. Ltd. New Delhi	29.3.3.2	37	Delivery Schedule	The period of 65 days for delivery, PDI and installation at 278 schools and setting up service center in 4 Zone is VERY less. EdCIL shall look into it and amend it to minimum 220 days from the date of confirm purchase order.	No Change in Tender Condition
20	Resseaux Tech Pvt. Ltd. New Delhi	29.3.3.2	37	A Penalty of 1% for first week, 2% per week for every subsequent week subject to a maximum of 10% of the relevant Milestone payment.	Kindly increase the milestone period as current milestone is Not allowing maximum participation.	No Change in Tender Condition
21	Resseaux Tech Pvt. Ltd. New Delhi	i	43	Payment Terms: i) 40% payment shall be made after pre-dispatch inspection of equipment by PDI committee and submission of signed inspection report to EdCIL. Payment will be made if items are found in good condition as per term and conditions mentioned in the RFP. ii) 50% payment shall be made on successful delivery and commissioning at Mauritius of all the equipment on submission of certificate by the authorized representative of EdCIL as per term and conditions mentioned in the RFP & iii) 10% payment shall be made after three months of successful commissioning and handing over of all the equipment at Mauritius.	Kindly consider I. Payment of supply of Tablet and related hardware equipment - i) 80% payment shall be made after pre-dispatch inspection of equipment by PDI committee and submission of signed inspection report to EdCIL. Payment will be made if items are found in good condition as per term and conditions mentioned in the RFP. ii) 20% payment shall be made on successful delivery and commissioning at Mauritius of all the equipment on submission of certificate by the authorized representative of EdCIL as per term and conditions mentioned in the RFP.	No Change in Tender Condition
22	Resseaux Tech Pvt. Ltd. New Delhi	39	42	Suppliers should be entirely responsible for all applicable Duties (Custom & Excise) incurred until delivery of the contracted Goods to the Consignee.	Please clarify the applicable duties (Customs & Excise) in Mauritius	Pls refer Annexure-1, para 5 of pre-bid queries response document

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23	Resseaux Tech Pvt. Ltd. New Delhi	52	46	The Bidder undertakes that the rates quoted by him in the financial bid for each item is Not higher than the rate offered by him for similar work to any other PSU/ AB/ Govt. Department. In case, if the price charged by bidder is more, EdCIL will have the right to recover the excess charged amount from the subsequent/unpaid bill of the supplier, provided all condition of the work including time, scope, logistics, specifications and country are same	Kindly delete the clause	Pls refer Annexure-1, para 4, point no. 12 of pre-bid queries response document
24	Resseaux Tech Pvt. Ltd. New Delhi	5.3	66	The successful bidder should be required to deposit Performance Bank Guarantee equivalent to 10% of contract value to EdCIL within 7 days from the date of receipt of Work Order. The Performance Bank Guarantee should be issued by a nationalized/ scheduled bank in favour of "EdCIL (India) Limited" to be valid for a period of 90 days beyond the date of completion of Contract period. This Performance Bank Guarantee should be retained throughout the currency of the contract and should be extended by the bidder from time to time, as required by EdCIL	7 Days' time to submit PBG is very less as bank itself takes 4-5 working days for internal approvals. Therefore we request to amend 15-20 days.	No Change in Tender Condition
25	Resseaux Tech Pvt. Ltd. New Delhi	Annexure XIII	71	MAF Format	We request EdCIL to accept OEM MAF format as it takes time for OEM sales team to get new format approved from their internal Legal team.	No Change in Tender Condition
26	Resseaux Tech Pvt. Ltd. New Delhi	Annexure XX	93	Suitable Projection screen to accommodate the projection at all focal length (wall mounted)	Please confirm screen size as there is a price difference variation from various OEM to OEM.	Pls refer Annexure-1, Para 3 of pre-bid queries response document. Addendum-2 of Annexure-1 needs to be filled and submitted for compliance.

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27	Resseaux Tech Pvt. Ltd. New Delhi	Annexure XIX: Equipment Specification	79	Should support Dual -Should support dual band 2.4 GHz and 5 GHz	Can we supply with single band of 2.4 Ghz	No Change in Tender Specification
28	Resseaux Tech Pvt. Ltd. New Delhi	Form 1	4	Applicable taxes	Kindly amend & change Taxes as GST (%)	No Change in Tender Condition
29	ConNoiseur Electronics Private Limited	Notice Inviting Tender	6	The Currency in which payment shall be made -Indian Rupee INR	Why in INR when end customer and supply is to Mauritius. It will be an Export. Option of supply from Bonded Ware House after Value Addition	No Change in Tender Condition
30	ConNoiseur Electronics P	Notice Inviting Tender	7	Period of Supply 65 Days(From date of issuance of Purchase Order)	Supply days to be extended to 90 days	No Change in Tender Condition
31	ConNoiseur Electronics Private Limited	7. Pre qualification and Technical	22	Eligibility Criteria: A. The Bidder(Consortium is Not allowed)	Minimum of 2 Companies to be allowed who have different competencies	No Change in Tender Condition
32	ConNoiseur Electronics Private Limited	7. Pre qualification and Technical	22	Eligibility Criteria: B. The Bidder should have executed at-least one Similar type of project of Supplying, Commissioning and Maintenance of Tablets of minimum quantity of 30,000 Nos. in India or Globally in any Govt. department/ institutes in the last three years as on date of submission of bid	Minimum quantity 10000 units to be considered	Pls refer Annexure-1, Para 1 of pre-bid queries response document

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33	ConNoiseur Electronics Private Limited	7. Pre qualification and Technical Qualification criteria	23	Eligibility Criteria: C. The Bidder should have an average annual turnover of at least INR 150 Crores from IT/ ITES services during the last three financial years i.e. 2013-2014, 2014-2015 & 2015-16 with net profit and positive net-worth. Net-worth should be as per the definition mentioned in the section 2 (57) of Companies Act 2013. The Bidder should have a minimum average revenue of INR 50 Crores generated from hardware supply, commissioning and their associated maintenance services over the financial years 2013-2014, 2014-2015 & 2015-16.	We request the Eligibility Criteria to be reduced to 40 Crores which will benefit MSME registered companies which are focused on "Digital India and Make In India" Initiatives.	No Change in Tender Condition
34	ConNoiseur Electronics Private Limited	7. Pre qualification and Technical Qualification criteria	25	Eligibility Criteria: I. OEM Criteria OEM must be amongst the Top Five vendors in world wide shipment of "Ultramobile (Basic and Utility Tablets) category"/Desktop/Laptops in any of 2 quarters in the FY 2016 -17 in the Gartner report OR The OEM should be amongst the Top Five Tablet/Desktop/Laptops Vendors, in terms of Shipments or Market Share in any two Quarters of FY 2016-17 as per IDC report.	ODM/OEM should be Top 5 Vendors who are recognized by Industry leaders like Intel & Microsoft and ODM (Original Design Manufacturer) can give supporting documentary evidence.	No Change in Tender Condition
35	ConNoiseur Electronics Private Limited	Annexure XIX: Equipment Specification	79	Tablet Specification Mass Storage Capacity: Min 16GB of internal storage with at least 8GB free space for storing learning contents	16GB is insufficient space as Windows 10 OS required 16GB space with compression technology. We recommend minimum of 32GB of Internal Storage. Minimum 8GB required for storing Learning content.	No Change in Tender Specification

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36	ConNoiseur Electronics Private Limited	Annexure XIX: Equipment Specification	81	Antivirus with Antimalware features	Please Note that Windows 10 incorporates Windows Defender, the latest antivirus protection Windows Defender actively helps to protect any device by scanning for malware (malicious software), viruses, and security threats. Windows Defender uses real-time protection to scan everything that is downloaded or run on a device. Windows Update downloads updates for Windows Defender automatically to help keep devices safe and protect it from threats.	Antivirus with Antimalware software provided should be valid for 3 years from the date of commissioning based on the Operating System
37	ConNoiseur Electronics Private Limited	Annexure XIX: Equipment Specification	82	Tablet Stand	The 2 in 1(Tablet+ Keyboard) should have the ability to stand vertically the support from the keyboard docking which is Hard plastic	No Change in Tender Specification
38	ConNoiseur Electronics	Annexure XIX:	80	Should have multi-touch based input screen	Specify minimum number of points of touch as 5 to avoid supply of cheaper resistive touch solutions.	No Change in Tender Specification
39	ConNoiseur Electronics Private Limited	Annexure XIX: Equipment Specification	82	The shock proof protecting cover and the tablet stand can come as integral component or as separate external component.	The shock proof protecting cover should be an Integral component built in the design. No separate external cover which will cause hindrance for connecting USB or other ports	No Change in Tender Specification
40	ConNoiseur Electronics Private Limited	Annexure XIX: Equipment Specification	83	Electrical Standards/EPEAT Registration/Energy Star rating/EU Ecolabel compliance	ODM will provide the necessary documents.	Bidder/ OEM of product needs to provide necessary documents

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41	ConNoiseur Electronics Private Limited	Payment of Supply Tablet and related hardware equipment	43	<p>i) 40% payment shall be made after pre-dispatch inspection of equipment by PDI committee and submission of signed inspection report to EdCIL. Payment will be made if items are found in good condition as per term and conditions mentioned in the RFP.</p> <p>ii) 50% payment shall be made on successful delivery and commissioning at Mauritius of all the equipment on submission of certificate by the authorized representative of EdCIL as per term and conditions mentioned in the RFP.</p> <p>iii) 10% payment shall be made after three months of successful commissioning and handing over of all the equipment at Mauritius.</p>	90% payment to release on pre-dispatch inspection of equipment. 10% to release against Performance Bank Guarantee	No Change in Tender Condition
42	ConNoiseur Electronics Private Limited	Payment of AMC	43	AMC payment shall be made on quarterly basis for 8 quarters (2 Years) from the date of successful completion of 1 (one) year standard warranty for all the equipment at the end of each quarter.	AMC payment paid yearly in Advance	No Change in Tender Condition
43	ConNoiseur Electronics Private Limited	Scope of Work	27	EdCIL reserves the right to increase/decrease supply the above items with a variance up to 25% of the quantities mentioned for the 1st year. In case of +/- variance of 25% being operated during the contract period, the quoted price along with related terms and conditions shall apply. At client's request EdCIL reserves the right of varying the tendered quantity beyond +25% up to 50%. In case the variation of +25% to +50% is operated, the price would be re-negotiated for exploring downward revision as per the Normal trend in electronics industry.	"EdCIL reserves the right to increase/decrease supply the above items with a variance up to 25% of the quantities mentioned for the 1st year." Can you clarify Project Scope, duration in number of years and expected longevity of the EDLP project in terms of quantities of devices to be ordered on a yearly basis by EdCIL.	No Change in Tender Condition

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44	ConNoiseur Electronics Private Limited	Insurance & Transportation	31	<p>20.1 The selected Bidder shall be responsible for acquiring comprehensive insurance including transit insurance, liability insurance and any other insurance for all the equipment till the delivery and commissioning at the respective delivery warehouses in Mauritius.</p> <p>20.2 All costs related to insurance shall be borne by the selected Bidder for goods supplied under the Agreement against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery etc. A copy of Insurance Certificate should be provided along with the delivery challan before shipping of the equipment.</p>	Bill to will be EdCIL and ship to Address is Mauritius. Under what export documents to ship the goods since, Bill to India would be made in the name of EdCIL-India	Bill to EdCIL and Ship to Mauritius
45	ConNoiseur Electronics Private Limited	Commissioning of all Equipment	32	<p>23.3 The equipment to be commissioned for a specific school shall be decided by MOEHR, TE&SR. MOEHR, TE&SR will arrange for at least one warehouse for each zone (total 4 zones) which are going to be the location of commissioning. The power supply, internet connectivity and necessary infrastructure for commissioning will be arranged by MOEHR, TE&SR. Until the equipment are handed over to respective school authorities, selected bidder will be solely responsible for the security of all the equipment.</p>	MOEHE, TE&SR to make sure to provide proper Electrical Facilities with Earthing, Internet & Infrastructure which will Not delay commissioning	Pls refer Annexure-1, Para 4, point no.8 of pre-bid queries response document

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46	ConNoiseur Electronics Private Limited	Service Centre Setup	33	The selected Bidder shall open its own service centre or may authorize a local partner to operate a service center in at least one (1) location in each of the 4 zones in Mauritius where the 278 primary schools are located, as specified in the Annexure - XXIII for the maintenance and warranty of all equipment supplied under this RFP. In case the Bidder has No presence in above mentioned locations, he/she shall establish the same within 45 calendar days from the date of award of contract. As soon as the service centre is set up, the selected Bidder shall get it certified by MOEHR, TE&SR / EdCIL officials. However, the responsibility of providing satisfactory services solely remain with the selected bidder.	The weightage to be given to existing Indian companies which have been established in Mauritius from more than 10 years.	No Change in Tender Condition
47	ConNoiseur Electronics	29.3.3.2 Delivery Schedule	37	Commissioning of Tablets, projector & project screen, charging carts, Mac Pro Laptops and connected accessories to at all the designated warehouses of Mauritius for 278 primary schools	Commissioning of Tablets, projector & project screen, charging carts, Mac Pro Laptops should be within 90 days of issue of LOA	No Change in Tender Condition
48	ConNoiseur Electronics	29.3.3.3 Warranty	38	Warranty and Post Warranty Support obligations: Repair of faulty Tablets/ Hardware components SLA	Physical Damages, Electrical Damages, Software related issues, shall Not be covered under warranty & post warranty. Proper power supply with earthing to be ensured by MOEHR.	Pls refer Annexure-1, Para 4, point no.9 of pre-bid queries response document
49	ConNoiseur Electronics	34. Training	42	The Supplier is required to provide training to the designated EdCIL's technical and end user personnel to enable them to effectively operate the total equipment.	Training will be provided limited to Device/Hardware operations only	Pls refer Annexure-1, Para 4, point no.11 of pre-bid queries response document

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50	ConNoiseur Electronics	38. Taxes 39. Duties (Custom & Excise)	42	Taxes: Suppliers should be entirely responsible for all applicable taxes, duties, license fees, octroi, road permits, etc. Incurred until delivery of the contracted Goods to the Consignee. Duties (Custom & Excise) Suppliers should be entirely responsible for all applicable Duties (Custom & Excise) incurred until delivery of the contracted Goods to the Consignee. However Republic of Mauritius may provide exemption on some regulatory charges such as Tax customs etc. The information will be communicated to the selected vendor in due course of time for such incident	1. Supplier should be responsible for taxes in Indian and in Mauritius? 2. When Billing to EdCIL in INR GST will be applicable and when supplied in Mauritius VAT+Customs duty and taxes will be applicable. How do we calculate? Or go about	Pls refer Annexure-1, para 5 of pre-bid queries response document
51	M/s. ConNoiseur Electronics	Not in list		Trusted Platform Module(TPM) we strongly recommend TPM Inclusion		No Change in Tender Specification
52	Intel Corporation	7 - Section I	25	OEM Criteria OEM must be amongst the Top Five vendors in worldwide shipment of "Ultramobile (Basic and Utility Tablets) category"/Desktop/Laptops in any of 2 quarters in the FY 2016 -17 in the Gartner report OR The OEM should be amongst the Top Five Tablet/Desktop/Laptops Vendors, in terms of Shipments or Market Share in any two Quarters of FY 2016-17 as per IDC report.	Question 1 : OEM/ODM can sometimes be reported under 'Other'. If this is the case, will letter from IDC/Gartner be acceptable in verifying OEM/ODM shipping volume? Question 2: IDC/Gartner reports at WW level and Africa level. Will Africa report be acceptable as a consequence of Mauritius being in African continent?	No Change in Tender Condition
53	Microsoft				The point 9.6 below refers. We would be grateful to have EDCIL's clarification to ensure we are able to request for national academic pricing for the right number of devices to be ordered in the next 12 months in the event of a successful bid from one of our partners on the Windows platform	Bidder may avail the benefit and include it in the bid

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54	Broadcast Engineering Consultants India Ltd,	7.b	22	Pre-qualification and Technical Qualification criteria, #Eligibility Criteria:- The Bidder should have executed at-least one Similar type of project of Supplying, Commissioning and Maintenance of Tablets of minimum quantity of 30,000 Nos. in India or Globally in any Govt. department/ institutes in the last three years as on date of submission of bid	We request you to kindly consider / amend the Eligibility Criteria as per the following for maximum participation: Bidder should enclose the Supply order with completion for IT Hardware & Software /Tablets in India / Abroad in any of Govt. of India's Govt. Department / Ministry / PSU / Autonomous Bodies / Institutes in last 7 years on bidder OR OEM of Tablets as on date of submission of bid.	Pls refer Annexure-1, para 1 of pre-bid queries response document
55	Broadcast Engineering Consultants India Ltd,	7.b	22	Supporting documents to be submitted a) Work Order + Certificate of Completion with satisfactory performance by client. OR b) Work Order + Certificate from the client showcasing that supply and commissioning of tablets is at least completed and maintenance should have been running for at least One year from the date of submission of the Bid (for ongoing projects). For any client certificate submitted, it should mention the total number of tablets supplied and commissioned	We request you to kindly consider / amend the Eligibility Criteria as per the following for maximum participation: Bidder should enclose the Supply order with completion for IT Hardware & Software /Tablets in India / Abroad in any of Govt. of India's Govt. Department / Ministry / PSU / Autonomous Bodies / Institutes in last 7 years on bidder OR OEM of Tablets as on date of submission of bid.	No Change in Tender Condition

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56	Broadcast Engineering Consultants India Ltd,	7.c	23	<p>The Bidder should have an average annual turnover of at least INR 150 Crores from IT/ ITES services during the last three financial years i.e. 2013-2014, 2014-2015 & 2015-16 with net profit and positive net-worth. Net-worth should be as per the definition mentioned in the section 2 (57) of Companies Act 2013.</p> <p>The Bidder should have a minimum average revenue of INR 50 Crores generated from hardware supply, commissioning and their associated maintenance services over the financial years 2013-2014, 2014-2015 & 2015-16.</p>	<p>We request you to kindly consider the following as per Govt guidelines:</p> <p>a. Bidder must enclose auditor / CA/ CS certificate confirming average turnover of Rs. 22 Crores in FY 2013-14, 2014-15 & 2015-16 or a self-attested copy of an audited Profit & Loss Statement and Balance Sheet by the company auditors.</p> <p>Bidder is free to submit above mentioned certificate for FY 2016-17 if Balance Sheet is duly audited by the auditors of Bidder.</p>	No change in tender condition
57	Broadcast Engineering Consultants India Ltd,	7.h	24	The Authorized Signatory signing the Bid on behalf of the Bidder - should have the Power of Attorney duly authorized by the Board of Directors to sign the Bid.	Kindly confirm if the authorization to sign the bid can be submitted on Company letter duly signed by the competent authority along with their contact details.	Pls refer Annexure-1, para 4, point no. 3 of pre-bid queries response document. Addendum-3 of Annexure-1 needs to be filled and submitted
58	Broadcast Engineering Consultants India Ltd,	7.k	25	<p>Product Regulatory Compliance as per ICTA, Republic of Mauritius</p> <p>Declaration of Conformity or Test reports for the issuance of the Type approval certificates.</p>	Since it is a Grant in Aid project funded by Govt. of India, it should be responsibility of Host Govt. / Embassy of India in that country to ensure the timely clearance / waivers / exemptions or provide Regulatory compliance to any Indian Successful bidder as they may Not have direct presence in Mauritius. EdCIL is requested to delete such conditions which is baring fair and maximum tender participation.	No Change in Tender Condition

S. No.	Organization	Section No.	Page No.	Clause as per RFP	Clarification Sought	Pre- Bid Query Response
59	Broadcast Engineering Consultants India Ltd,	9.4	26	The Bidder shall also be responsible for loading and installing any bespoke application or educational content provided by MOEHR, TE&SR into the tablets before offering the same for Pre-Dispatch Inspection.	Kindly clarify what all applications / education contents to be loaded. Also please confirm if these applications / educational content is pre-tested/certified to be running in Good condition on the Specification drawn by EDCIL, as any testing after placement of supply order / sourcing will be risky for both EDCIL & Supplier as it may fails to work at latter stage. Kindly clarify	Pls refer Annexure-1, para 4, point no. 4 of pre-bid queries response document
60	Broadcast Engineering Consultants India Ltd,	9.6	27	In case the variation of +25% to +50% is operated, the price would be re-negotiated for exploring downward revision as per the Normal trend in electronics industry.	As per GFR rules prices cannot be renegotiated also in the same clause it is clearly written that - the quoted price along with related terms and conditions shall apply.. Therefore we request you to delete the clause i.e. the price would be re-negotiated for exploring downward revision as per the Normal trend in electronics industry / for any kind of negotiation with L1 / L2 or L3 bidder at any stage	No Change in Tender Condition
61	Broadcast Engineering Consultants India Ltd,	9.7 Subclause - V	27	The selected Bidder needs to supply all the required equipment in a single lot with prior intimation to EdCIL.	We request to allow multiple shipment because of following reasons a. Material will be required to ship in multiple containers as maximum size for shipment purpose is 40 feet. B. Since there multiple OEM products, it will be difficult to hold stock, dispatch in single lot.	Pls refer Annexure-1, , para 4, point no. 7 of pre-bid queries response document

S. No.	Organization	Section No.	Page No.	Clause as per RFP	Clarification Sought	Pre- Bid Query Response
62	Broadcast Engineering Consultants India Ltd,	9.7 Subclause VI	27	The equipment supplied by the bidder must comply with ICTA Type Approval procedure of Govt. of Mauritius for all its equipment. ICTA type approval compliance details are mentioned in Annexure XXII	Since it is a Grant in Aid project funded by Govt. of India, any Successful bidder responsibility is to timely source, ship, supply, install and commission equipment at Site. Same time under bilateral relations it is responsibility of Host Govt. to assist and extend support by getting the goods being given under Grant timely cleared / exempted from any kind of applicable custom duty, port warehousing charges and other import waivers in their country. We therefore request you to delete this clause as this could be favouring to single OEM / Bidder who are registered with ICTA, Govt. of Mauritius and are having good links in Host Country leading to minimize the healthy competition between India bidders.	No Change in Tender Condition
63	Broadcast Engineering Consultants India Ltd,	9.7 Subclause VII	27	The successful Bidder shall submit Satisfactory Quality Check Pass Reports from the OEM(s) for 100% of the equipment being supplied prior to offering them for pre dispatch inspection.	Kindly confirm who shall be doing Pre Dispatch inspection. Normally it is done by any approved Chartered Engineer once the goods are ready for dispatch.	Pls refer Annexure-1, para 4, point no. 6 of pre-bid queries response document

S. No.	Organization	Section No.	Page No.	Clause as per RFP	Clarification Sought	Pre- Bid Query Response
64	Broadcast Engineering Consultants India Ltd,	19	30 - 31	<p>19. Inspection and Tests:</p> <p>19.1 The successful Bidder shall facilitate and make available a random 5% sample of each equipment type being supplied by them for a Pre-dispatch Inspection (PDI) by a committee comprising of EdCIL/ MOEHR, TE&SR representatives. The PDI will be a key requirement prior to shipment of the equipment to Mauritius. As part of the preparation for PDI, the successful Bidder will provide to EdCIL PDI preparation report. The PDI will be carried out as per the list of parameters provided in Annexure XXI.</p> <p>19.2 In the event of the hardware and software failing to pass the PDI, as per the specifications given, a period Not exceeding 3 days will be given to the selected Bidder to rectify the failure and clear the inspection, failing which, EdCIL reserves the right to cancel the Purchase Order and levy appropriate penalties in addition to the Liquidated Damages. EdCIL will Not be responsible for any costs associated with such rejection. The bidder will be responsible for all equipment supplied till they are delivered and commissioned at the designated warehouses.</p>	<p>1. Since Project delivery time lines are very odd & stringent a Pre Dispatch Inspection prior to the shipment of the equipment, is Not possible by providing the 5% sample of each equipment as knowing the fact OEM's like Samsung, Lg, LeNovo, HP for Tablets & EPSON, Canon, Delta etc for Projectors do not manufacture Tablets & projectors in India.</p> <p>In this kind of case any bidders will prefer to source the material from OEM from the actual Manufacturing countries and directly dispatch it to meet the delivery timelines.</p> <p>2. Since 10% PBG is already desired and it is clearly spelled in tender that The bidder will be responsible for functionality of all equipment supplied and commissioned at the designated warehouses.</p> <p>We therefor request you to delete the clause of Inspection & Test.</p> <p>Else we request EDCIL to kindly evaluate all OEM brands Equipment in advance before the tendering procedure is proceeded and completed and accordingly freeze the specs with minimum 2 shortlisted OEMs for tablets & projectors which are already available in Mauritius.</p>	No Change in Tender Condition

S. No.	Organization	Section No.	Page No.	Clause as per RFP	Clarification Sought	Pre- Bid Query Response
65	Broadcast Engineering Consultants India Ltd,	22	32	Delivery at Mauritius: All the equipment to be supplied must be shipped by the selected Bidder in a single lot as per the timelines given thereunder, to the designated warehouses in Mauritius.	We request you to delete / relax the clause for the following reasons: a. Desired equipment is Not manufactured in India. It need to be sourced and shall be allowed to supply from India / third country in this case. b. To meet the time lines multiple shipment should be allowed as in single lot goods cannot be shipped in 40 feet Container. C. EDCIL should allow sourcing and dispatch from India / Third Country alike any such projects being implement for MEA, Gol in past.	Pls refer Annexure-1, para 4, point no. 7 of pre-bid queries response document
66	Broadcast Engineering Consultants India Ltd,	23.3	32	23.3 The equipment to be commissioned for a specific school shall be decided by MOEHR, TE&SR. MOEHR, TE&SR will arrange for at least one warehouse for each zone (total 4 zones) which are going to be the location of commissioning. The power supply, internet connectivity and necessary infrastructure for commissioning will be arranged by MOEHR, TE&SR. Until the equipment are handed over to respective school authorities, selected bidder will be solely responsible for the security of all the equipment.	We request you to delete - Until the equipment are handed over to respective school authorities, selected bidder will be solely responsible for the security of all the equipment - for a reason that once the goods are custom cleared and delivered in proposed Warehouse of MOEHR, TE&SR it is/shall be the responsibility to safe guard and manage the security of equipment supplied as successful bidder will have No control to their warehouse premises.	Pls refer Annexure-1, para 4, point no. 8 of pre-bid queries response document
67	Broadcast Engineering Consultants India Ltd,	24.2	33	During commissioning from each lot of equipment, one randomly selected tablet, charging rack, projector will be tested as per pre-dispatch inspection checklist mentioned in Annexure XXI. All other tablets would be checked for basic operations such as switch on/off, browser access, internet access through Wi-Fi, photo care through camera, voice recording etc.	It is proposed to have inspection after the delivery, installation and commission at site / ware house before equipment is issued to School where in tablets / projectors would be checked for basic operations such as switch on/off, browser access, internet access through Wi-Fi, photo care through camera, voice recording etc. for installation sign off purpose.	No Change in Tender Condition

S. No.	Organization	Section No.	Page No.	Clause as per RFP	Clarification Sought	Pre- Bid Query Response
68	Broadcast Engineering Consultants India Ltd,	25.a	33	The Selected Bidder is required to provide a standard warranty for the Tablet (including touch screen, Battery and power adapter) and all other equipment supplied under the contract for a period of 1 year plus 2 years support.	Kindly delete Touch Screen, Battery & Power adapter from Warranty obligations as they are treated as Consumable items as per Industry standard practice. Incase warranty is still required EDCIL may procure additional batteries & adaptors by adding a line item in Commercial. Any physical damage after installation should be exempted from coverage under warranty.	No Change in Tender Condition
69	Broadcast Engineering Consultants India Ltd,	25.b	33	Onsite support at the schools would be required for all projectors and charging racks.	Kindly confirm the 4 Zone wise distance between Schools.	List of schools already provided. Mauritius is only approx. 2000 km2 in surface area.
70	Broadcast Engineering Consultants India Ltd,	25.d	33	The warranty shall cover the system software, pre-loaded software and all the hardware parts including patches and update (free of cost) of the Operating System.	Kindly remove patches and updates from Warranty obligations as it completely depends on know how of End User to update from time to time.	No Change in Tender Condition
71	Broadcast Engineering Consultants India Ltd,	29.3.3.1	36	Pre-Dispatch Inspection	Kindly delete the clause as it will delay the shipment from India / third country.	No Change in Tender Condition

S. No.	Organization	Section No.	Page No.	Clause as per RFP	Clarification Sought	Pre- Bid Query Response
72	Broadcast Engineering Consultants India Ltd,	29.3.3.2	37	<p>Delivery Schedule: -</p> <ol style="list-style-type: none"> 1. Shipment of all the Tablets, projector & project screen, charging carts, Mac Pro Laptops and connected accessories at the Warehouse in Mauritius Within 35 days of issuance of LOA. 2. Setting up of 4 Service Centres in 4 zones of Mauritius Within 45 days of issuance of LOA. 3. Commissioning of Tablets, projector & project screen, charging carts, Mac Pro Laptops and connected accessories to at all the designated warehouses of Mauritius for 278 primary schools. Within 65 days of issuance of LOA. 	Please allow 180 days for delivery, installation & installation i.e. dispatch and delivery at port within 100 days from the date of LOA / Supply Order and 80 days for Installation & commissioning in 4 zone.	No Change in Tender Condition

S. No.	Organization	Section No.	Page No.	Clause as per RFP	Clarification Sought	Pre- Bid Query Response
73	Broadcast Engineering Consultants India Ltd,	29.3.3.2	37	A Penalty of 1% for first week, 2% per week for every subsequent week subject to a maximum of 10% of the relevant Milestone payment.	<p>Kindly Amend the clause as following: EDCIL reserves the right to levy penalty @ 1% of order value per week of delay beyond the scheduled timeline of completion of delivery at site i.e. _____ days from order placement and resolution of complaint during warrant period i.e. all complaints should be rectified within 5 (Five) working days from the time of complaint. In case the rectification of fault involves replacement of some hardware the same should be carried out within 15 (Fifteen) working days from the date of intimation, subject to maximum of 10% of the order value. EDCIL reserves the right to cancel the order in case the delay is more than 10 weeks beyond the delivery period. The penalties, if any shall be recovered from the Performance Bank Guarantee (PBG) submitted by the successful bidder or from the Balance payment reserved with EDCIL. EDCIL may consider relaxing the penalty and delivery requirements, as specified in this document, if and to the extent that, the delay in performance or other failure to perform its obligations under the contract is the result of circumstances Not attributed to the bidder. For any such relaxation, the bidder should sought prior written approval from EDCIL by submitting proper justification with documentary evidences.</p>	No Change in Tender Condition

S. No.	Organization	Section No.	Page No.	Clause as per RFP	Clarification Sought	Pre- Bid Query Response
74	Broadcast Engineering Consultants India Ltd,	29.3.3.3	38	T shall be the agreed resolution time which in case of repair is 2 (two) working days.	Kindly change it to be read as T shall be the agreed resolution time which in case of repair is 5 (Five) working days from the date of call being reported upto maximum of 15 (Fifteen) working days.	No Change in Tender Condition
75	Broadcast Engineering Consultants India Ltd,	29.3.3.4	40	Compliance & Reporting procedures SLAs - Submission of MIS reports with Penalty of INR 500 every 1 day of delay in submission on an incremental basis to a maximum of INR 2,500.	Such tough clauses add to cost, we therefore request to delete the clause	No Change in Tender Condition
76	Broadcast Engineering Consultants India Ltd,	30-iii	41	iii. In the case of a dispute between the EdCIL and a Foreign Supplier, the dispute should be settled by arbitration in accordance with provision of sub-clause (i) & (ii) above. But if this is Not acceptable to the supplier then the dispute should be settled in accordance with provisions of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules	Kindly delete Foreign word in front of Supplier as Bidding is in INR.	This clause stands deleted. Pls refer Annexure-1, para 4, point no. 10 of pre-bid queries response document

S. No.	Organization	Section No.	Page No.	Clause as per RFP	Clarification Sought	Pre- Bid Query Response
77	Broadcast Engineering Consultants India Ltd,	i	43	<p>Payment Terms:</p> <p>i) 40% payment shall be made after pre-dispatch inspection of equipment by PDI committee and submission of signed inspection report to EdCIL. Payment will be made if items are found in good condition as per term and conditions mentioned in the RFP.</p> <p>ii) 50% payment shall be made on successful delivery and commissioning at Mauritius of all the equipment on submission of certificate by the authorized representative of EdCIL as per term and conditions mentioned in the RFP.</p> <p>iii) 10% payment shall be made after three months of successful commissioning and handing over of all the equipment at Mauritius.</p>	<p>We very humbly request for Industry friendly Payment Terms in order to have maximum tender participation as per the following:</p> <p>i) 70% payment shall be made on dispatch against the verification of following documents i.e. Original Invoice, Original Packing list, Copy of bill of lading/awb, Original Chartered Engineer Certificate & Copy of valid insurance.</p> <p>ii) 20% payment shall be made on successful Installation and commissioning at Mauritius of all the equipment on submission of certificate by the authorized representative of EdCIL as per term and conditions mentioned in the RFP.</p> <p>iii) 10% payment shall be made against the submission of 10% Performance Bank Guarantee of the total order value.</p>	No Change in Tender Condition
78	Broadcast Engineering Consultants India Ltd,	39	42	<p>Suppliers should be entirely responsible for all applicable Duties (Custom & Excise) incurred until delivery of the contracted Goods to the Consignee. However Republic of Mauritius may provide exemption on some regulatory charges such as Tax customs etc. The information will be communicated to the selected vendor in due course of time for such incident</p>	<p>This is Ambiguous clause and has financial implications, we request EdCIL to clarify before tender submission date so we can submit our financial bid accordingly.</p> <p>Since it is Grant in Aid Initiative, host govt should provide all kind of necessary exemptions / waivers and safe storage of complete equipment once the material arrives at Sea / Air Port and thereafter at Site.</p>	Pls refer Annexure-1, para 5 of pre-bid queries response document
79	Broadcast Engineering Consultants India Ltd,	43	44	<p>The Bidder should mention in the TechNo-Commercial bid the availability and names of Application Specialist and Service Engineers in the nearest regional office.</p>	<p>Kindly delete this clause or amend the clause by allowing the same to be submitted with 30 days of award of Supply order.</p>	No Change in Tender Condition

S. No.	Organization	Section No.	Page No.	Clause as per RFP	Clarification Sought	Pre- Bid Query Response
80	Broadcast Engineering Consultants India Ltd,	52	46	The Bidder undertakes that the rates quoted by him in the financial bid for each item is Not higher than the rate offered by him for similar work to any other PSU/ AB/ Govt. Department. In case, if the price charged by bidder is more, EdCIL will have the right to recover the excess charged amount from the subsequent/unpaid bill of the supplier, provided all condition of the work including time, scope, logistics, specifications and country are same.	This clause have No relevance as the delivery, installation, commissioning & support & other cost are to be factored in cost of product for a project implementation which is outside country, therefore EDCIL is requested to delete the clause rather fearing bidders from participation.'	No Change in Tender Condition
81	Broadcast Engineering Consultants India Ltd,	Annexure VII	54	Annexure VII: List of Orders Executed for Govt. Organizations / Institutes in India and Globally: Total No. of Tablets	Kindly Allow IT Hardware & Software / OEM Supply orders for tablets to be enclosed instead of restricting it to only Tablets orders.	Pls refer Annexure-1, para 1 of pre-bid queries response document
82	Broadcast Engineering Consultants India Ltd,	Annexure XII	63	Annexure XII: Proforma Pre Contract Integrity Pact - WHEREAS the EdCIL proposes to procure services towards "Supply, Commissioning and maintenance of Tablets with related Hardware at Primary Schools under EDLP project in Republic of Mauritius" For its clients and BIDDER/Seller is willing to offer the said services and related items as referred to in the Bid document No./ 2017 Dated 2017.	Kindly amend the clause to be read as - WHEREAS the EdCIL proposes to procure Hardware towards "Supply, Commissioning and maintenance of Tablets with related Hardware at Primary Schools under EDLP project in Republic of Mauritius " For its clients and BIDDER/Seller is willing to offer the said Hardware and related items as referred to in the Bid document No./ 2017 Dated 2017.	Pls refer addendum-4 of Annexure-1 of pre-bid queries response document. Addendum-4 needs to be filled and submitted along with the bid

S. No.	Organization	Section No.	Page No.	Clause as per RFP	Clarification Sought	Pre- Bid Query Response
83	Broadcast Engineering Consultants India Ltd,	Annexure XII	63	Enabling the EdCIL to obtain the desired services as referred to in the Bid document No. dated2017 at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the EdCIL will commit to prevent corruption, in any form, by its officials by following transparent procedures.	Enabling the EdCIL to obtain the desired Hardware as referred to in the Bid document No. dated2017 at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the EdCIL will commit to prevent corruption, in any form, by its officials by following transparent procedures.	Pls refer addendum-4 of Annexure-1 of pre-bid queries response document. Addendum-4 needs to be filled and submitted along with the bid
84	Broadcast Engineering Consultants India Ltd,	5.1	66	5.1 While submitting Technical bid, the BIDDER shall deposit an amount of Rs. 1,25,00,000/- (One crore Twenty five Lakhs Only) as Earnest Money with the EdCIL through Account Payee Bank Draft or a Pay Order in favour of EdCIL (India) Limited.	5.1 While submitting Technical bid, the BIDDER shall deposit an amount of Rs. 1,25,00,000/- (One crore Twenty five Lakhs Only) as Earnest Money with the EdCIL through Account Payee Bank Draft or a Pay Order or Bank Guarantee as per format in given in tender document in favour of EdCIL (India) Limited.	Pls refer RFP Page-7, Notice Inviting Tender, Earnest Money Deposit

S. No.	Organization	Section No.	Page No.	Clause as per RFP	Clarification Sought	Pre- Bid Query Response
85	Broadcast Engineering Consultants India Ltd,	5.3	66	The successful bidder should be required to deposit Performance Bank Guarantee equivalent to 10% of contract value to EdCIL within 7 days from the date of receipt of Work Order. The Performance Bank Guarantee should be issued by a nationalized/ scheduled bank in favour of "EdCIL (India) Limited" to be valid for a period of 90 days beyond the date of completion of Contract period. This Performance Bank Guarantee should be retained throughout the currency of the contract and should be extended by the bidder from time to time, as required by EdCIL	Kindly allow the submission of Performance Bank Guarantee in 30 days from the date of Supply Order	No Change in Tender Condition
86	Broadcast Engineering Consultants India Ltd,	6.1. - iv	67	SANCTIONS FOR VIOLATIONS: To recover all sums already paid by the EdCIL, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR as the case shall be.	Kindly delete the clause as BIDDER from a country other than India are Not permitted to bid.	No Change in Tender Condition
87	Broadcast Engineering Consultants India Ltd,	7.4	68	INDEPENDENT MONITORS: 7.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project / procurement, including minutes of meetings.	Monitor right to access all document relating to Procurement is Not acceptable as this may mean granting access related to purchase which may lead to harassment to any successful bidder at any stage. Kindly suitably amend the clause.	No Change in Tender Condition

S. No.	Organization	Section No.	Page No.	Clause as per RFP	Clarification Sought	Pre- Bid Query Response
88	Broadcast Engineering Consultants India Ltd,	7.6	68	7. INDEPENDENT MONITORS The BIDDER(s) accept that the Monitor has the right to access without restriction to all Project documentation of the EdCIL including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub-bidders. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Sub-bidder(s) with confidentiality	The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation is Not acceptable as this may mean granting access related to purchase which may lead to harassment to any successful bidder. Kindly suitably amend the clause.	No Change in Tender Condition
89	Broadcast Engineering Consultants India Ltd,	Annexure - XIII	71	MAF Format	We request to allow MAF as per OEM format for major volume items i.e. Tablets, Projectors & Screens Only instead of items having small qty like 5 Nos MacPro Book Laptop and Tablet Charging Rack..	No Change in Tender Condition
90	Broadcast Engineering Consultants India Ltd,	Annexure - XX	93	Projector Screen	Kindly confirm the size of Screen to keep all vendors at equal level for fair Techno Commercial Comparison. Industry Standard Specification used in Institutes / Schools are as following: Automatic Projection Screen with remote, Size: at least 7''ft (L) x 5''ft (W)), Screen Fabric: Imported (MATTE White Finished)	Pls refer Annexure-1, Para 3 of pre-bid queries response document. Addendum-2 of Annexure-1 needs to be filled and submitted for compliance.
91	Broadcast Engineering Consultants India Ltd,	Form 1	4	Applicable Taxes and other charges in India Unit Price (INR) (To be quoted in figures and words both)	We request you to ask GST separately as they same is applicable in India from 1/07/2017	No Change in Tender Condition

S. No.	Organization	Section No.	Page No.	Clause as per RFP	Clarification Sought	Pre- Bid Query Response
92	Bay Datacom Solutions Pvt Ltd	7. Pre-qualification and Technical Qualification criteria	22	The Bidder should have executed at-least one Similar type of project of Supplying, Commissioning and Maintenance of Tablets of minimum quantity of 30,000 Nos. in India or Globally in any Govt. department/ institutes in the last three years as on date of submission of bid	Please consider PO copy with installation / completion report Of Tablets / IT Hardware & Software in India / Abroad in any of Government Dept. / Ministry / PSU / Autonomous bodies / Institutes in past 8 years on bidder OR OEM of Tablets as on date of submission of bid.	Pls refer Annexure-1, para 1 of pre-bid queries response document
93	Bay Datacom Solutions Pvt Ltd	7. Pre-qualification and Technical Qualification criteria	22	Supporting documents to be submitted a) Work Order + Certificate of Completion with satisfactory performance by client. OR b) Work Order + Certificate from the client showcasing that supply and commissioning of tablets is atleast completed and maintenance should have been running for atleast One year from the date of submission of the Bid (for ongoing projects). For any client certificate submitted, it should mention the total number of tablets supplied and commissioned	Please consider PO copy with installation / completion report Of Tablets / IT Hardware & Software in India / Abroad in any of Government Dept. / Ministry / PSU / Autonomous bodies / Institutes in past 8 years on bidder OR OEM of Tablets as on date of submission of bid.	No Change in Tender Condition
94	Bay Datacom Solutions Pvt Ltd	7. Pre-qualification and Technical Qualification criteria	23	The Bidder should have an average annual turnover of at least INR 150 Crores from IT/ ITES services during the last three financial years i.e. 2013-2014, 2014-2015 & 2015-16 with net profit and positive net-worth. Net-worth should be as per the definition mentioned in the section 2 (57) of Companies Act 2013. The Bidder should have a minimum average revenue of INR 50 Crores generated from hardware supply, commissioning and their associated maintenance services over the financial years 2013-2014, 2014-2015 & 2015-16.	This clause is against the PQR guidelines for tendering. EdCIL is requested to consider that - The bidder should have average annual turnover of Rs. 20 crores as on 31st March 2016. Bidder should enclose valid certificate from their Chartered Accountant confirming average turnover in last 3 (three) financials years.	No Change in Tender Condition
95	Bay Datacom Solutions Pvt Ltd	7. Pre-qualification	24	The Authorized Signatory signing the Bid on behalf of the Bidder - should have the Power of Attorney duly authorized by the Board of Directors to sign the Bid.	Please clarify if Power of attorney is required on Stamp Paper / company letter head	Pls refer Annexure-1, para 4, point no. 3 of pre-bid queries response document.

S. No.	Organization	Section No.	Page No.	Clause as per RFP	Clarification Sought	Pre- Bid Query Response
						Addendum-3 of Annexure-1 needs to be filled and submitted
96	Bay Datacom Solutions Pvt Ltd	9.4	26	The Bidder shall also be responsible for loading and installing any bespoke application or educational content provided by MOEHR, TE&SR into the tablets before offering the same for Pre-Dispatch Inspection.	Please confirm if the software / educational content is an eContent. Is it readily available online on MOEHU, TE&SR website for Download on tablets. If Not how does EdCIL proposes to install the same on Tablet which will be sourced and shipped in packed box condition with No Ports to connect external devices.	Pls refer Annexure-1, para 4 point. No. 4 of pre-bid queries response document
97	Bay Datacom Solutions Pvt Ltd	9.6	27	In case the variation of +25% to +50% is operated, the price would be re-negotiated for exploring downward revision as per the Normal trend in electronics industry.	Price quoted by any bidder is firm and shall Not be re-negotiated. Kindly delete the clause as this clause lead to violation of tendering Norms as per GFR / Tendering guidelines.	No Change in Tender Condition
98	Bay Datacom Solutions Pvt Ltd	Subclause - V of 9.7	27	The selected Bidder needs to supply all the required equipment in a single lot with prior intimation to EdCIL.	In one consignment all material is Not possible therefore we request to amend this clause & allow multiple shipment / invoices.	Pls refer Annexure-1, para 4 point. No. 7 of pre-bid queries response document
99	Bay Datacom Solutions Pvt Ltd	Sub-clause VI of 9.7	27	The equipment supplied by the bidder must comply with ICTA Type Approval procedure of Govt. of Mauritius for all its equipment. ICTA type approval compliance details are mentioned in Annexure XXII	This clause is Not applicable to Indian Bidders as ICTA certification is meant for parties with in Mauritius to import. We therefore request you to delete this clause as this could be favoring to single OEM / Bidder who are registered with ICTA, Govt of Mauritius.	Pls refer Annexure-1 para 4 point. No. 5 of pre-bid queries response document
100	Bay Datacom Solutions Pvt Ltd	Sub-clause VII of 9.7	27	The successful Bidder shall submit Satisfactory Quality Check Pass Reports from the OEM(s) for 100% of the equipment being supplied prior to offering them for pre dispatch inspection.	Please allow submission of Chartered Engineer Certificate instead of Pre Dispatch Inspections.	No Change in Tender Condition
101	Bay Datacom Solutions Pvt Ltd	19	30 - 31	Inspection and Tests	We request EdCIL to extend the date of bid submission and invite all major OEM's of tablets to conduct test on their Tablet as per EdCIL current specification requirement in order to freeze and finalize the specification for	No Change in Tender Condition

S. No.	Organization	Section No.	Page No.	Clause as per RFP	Clarification Sought	Pre- Bid Query Response
					tablets.	
102	Bay Datacom Solutions Pvt Ltd	22	32	All the equipment to be supplied must be shipped by the selected Bidder in a single lot as per the timelines given thereunder, to the designated warehouses in Mauritius.	We request to suitably amend this clause since single lot delivery is Not possible.	Pls refer Annexure-1 of pre-bid queries response document
103	Bay Datacom Solutions Pvt Ltd	23.3	32	Until the equipment are handed over to respective school authorities, selected bidder will be solely responsible for the security of all the equipment.	Kindly allow bidders to have responsibility of goods until the material is delivered in customer warehouse / premises.	Pls refer Annexure-1, para 4 point. No. 8 of pre-bid queries response document
104	Bay Datacom Solutions Pvt Ltd	24.2	33	During commissioning from each lot of equipment, one randomly selected tablet, charging rack, projector will be tested as per pre-dispatch inspection checklist mentioned in Annexure XXI.	Why is pre dispatch inspection again required on randomly selected items. Please clarify.	No Change in Tender Condition
105	Bay Datacom Solutions Pvt Ltd	25 - a	33	The Selected Bidder is required to provide a standard warranty for the Tablet (including touch screen, Battery and power adapter) and all other equipment supplied under the contract for a period of 1 year plus 2 years support.	Our request to amend this clause as Battery and Power Adapter are consumables which are Not covered under warranty.	No Change in Tender Condition
106	Bay Datacom Solutions Pvt Ltd	29.3.3.1	36	Pre-Dispatch Inspection	Kindly allow bidders to have responsibility of goods until the material is delivered in customer warehouse / premises.	Pls refer Annexure-1 para 4 point. No. 6 of pre-bid queries response document
107	Bay Datacom Solutions Pvt Ltd	29.3.3.2	37	Delivery Schedule	Kindly allow at least 180 - 200 days for delivery & installation at Site/Warehouse including hand over.	No Change in Tender Condition
108	Bay Datacom Solutions Pvt Ltd	i	43	Payment Terms	We request for 70% against PDI, 30 % against installation and commissioning.	No Change in Tender Condition
109	Bay Datacom Solutions Pvt Ltd	39	42	Suppliers should be entirely responsible for all applicable Duties (Custom & Excise) incurred until delivery of the contracted Goods to the Consignee.	Please clarify and confirm what the applicable taxes in Mauritius are.	Pls refer Annexure-1, para 5 of pre-bid queries response document

S. No.	Organization	Section No.	Page No.	Clause as per RFP	Clarification Sought	Pre- Bid Query Response
110	Bay Datacom Solutions Pvt Ltd	43	44	The Bidder should mention in the TechNo-Commercial bid the availability and names of Application Specialist and Service Engineers in the nearest regional office.	Allow the names of Engineers to be submitted before team is dispatch for installation	No Change in Tender Condition
111	Bay Datacom Solutions Pvt Ltd	52	46	The Bidder undertakes that the rates quoted by him in the financial bid for each item is Not higher than the rate offered by him for similar work to any other PSU/ AB/ Govt. Department. In case, if the price charged by bidder is more, EdCIL will have the right to recover the excess charged amount from the subsequent/unpaid bill of the supplier, provided all condition of the work including time, scope, logistics, specifications and country are same.	EdCIL cannot reduce / negotiate pricing after L1 is being declared basis price discovery being done through Open tender for the scope of work specified in this RFP for outside country.	Pls refer Annexure-1 para 4 point. No. 12 of pre-bid queries response document
112	Bay Datacom Solutions Pvt Ltd	5.3	66	The successful bidder should be required to deposit Performance Bank Guarantee equivalent to 10% of contract value to EdCIL within 7 days from the date of receipt of Work Order.	Please allow 25 days for submission of 10% PBG	No Change in Tender Condition
113	Bay Datacom Solutions Pvt Ltd	Annx - XIII	71	MAF Format	We request to accept OEM format for MAF of Tablest & Projectors only.	No Change in Tender Condition
114	Bay Datacom Solutions Pvt Ltd	Form - 1	4	Applicable Taxes and other charges in India Unit Price (INR) (To be quoted in figures and words both)	Taxes applicable will Now be read as GST. Please look into it and amend it to be read as GST.	No Change in Tender Condition
115	Bay Datacom Solutions Pvt Ltd	Annx - XX	93	Projector Screen: Suitable screen to accommodate the projection at all focal length (wall mounted)	Screen size is Not mentioned please clarify size.	Pls refer Annexure-1, Para 3 of pre-bid queries response document. Addendum-2 of Annexure-1 needs to be filled and submitted for compliance.
116	BEST IT WORLD	Chapter No.2 S.No 7 (B)	22	The bidder Should have executed atleast one similar kind of project of minimum quantity of 30000 units of Tablets in last 3 years	Request EdCIL to amend the same to minimum quantity of 10000 units so that there's more participation from System Integrators.	Pls refer Annexure-1, para 1 of pre-bid queries response document

S. No.	Organization	Section No.	Page No.	Clause as per RFP	Clarification Sought	Pre- Bid Query Response
117	BEST IT WORLD INDIA PRIVATE LIMITED	Chapter No. 2 S.No. 29.3.3.2 Point No.1	37	Shipment of Tablets and connected accessories in Mauritius Warehouse in 35 days from issuance of LOA	Request EdCIL to amend the same to minimum 60 days as the requirement is specific to this order and it will take minimum 60 days for import and shipment	No Change in Tender Condition
118	BEST IT WORLD INDIA PRIVATE LIMITED	Annexure XIX Equipm ent Specific ation	80	Battery AutoNomy (in hours) - Should have minimum 8 hours	Request EdCIL to Clarify on what parameters do they want the 8 hours on - Audio / Call / Video, etc.	No Change in Tender Specification
119	BEST IT WORLD INDIA PRIVATE LIMITED	Annexure XIX Equipm ent Specific ation	81	Detachable Tablet Keyboard with dock station - The Keyboard should Not require additional charging	Request EdCIL to Clarify if they need Detachable Tablet Keyboard with Android too as its Not of value addition in Android Tablet and this will increase the costing	No Change in Tender Condition
120	BEST IT WORLD INDIA PRIVATE LIMITED	Annexure XIX Equipm ent Specific ation	82	Documentary evidence needs to be submitted for drop resistance test from the bidder	Request EdCIL to clarify what kind of documentary evidence is required	Documentary evidence to be submitted from the Bidder/ OEM of the product as per the certified abstract of the technical manual of OEM/ 3 rd party testing agency
121	BEST IT WORLD INDIA PRIVATE LIMITED	Annexure XIX Equipm ent Specific ation	82	Water Resistance - The Tablet Computer should be atleast 100 cc water resistance	Request EdCIL to delete this clause as the cost of making the device water resistance will be very high	Pls refer Annexure-1, Para 3 of pre-bid queries response document. Addendum-2 of Annexure-1 needs to be filled and submitted for compliance.
122	BEST IT WORLD INDIA PRIVATE LIMITED	Annexure XIX Equipm ent	83	EPEAT Registration	Request EdCIL to delete this clause as EPEAT is International Certification & this makes the tender brand specific.	This specification is not mandatory, it is for information only

S. No.	Organization	Section No.	Page No.	Clause as per RFP	Clarification Sought	Pre- Bid Query Response
123	BEST IT WORLD	Annexure XIX	83	Energy Star Rating	Request EdCIL to delete this clause as again this is international certification & this makes the tender brand specific	This specification is not mandatory, it is for information only
124	Akshara Enterprises Pvt. Ltd.,		7		Request to confirm the mode of dispatch of the equipment to Mauritius	Pls refer to delivery timelines and make necessary arrangements
125	Akshara Enterprises Pvt. Ltd.,	7	22	The Bidder (Consortium is Not allowed) should be registered under Companies Act, 1956 and 2013 in India and should have been in operation in India for at- least the last 5 years as on the date of submission of the bid.	To be amended as "The Bidder (Consortium is Not allowed) should be registered under Companies Act, 1956 / 2013 in India 2013 or a Partnership Firm registered under the provisions of the partnership act 1932 in India. The Company/Firm should have been in IT/ITES business in India for at-least 5 years as on the date of submission of the bid."	No Change in Tender Condition
126	Akshara Enterprises Pvt. Ltd.,	C	23	The Bidder should have an average annual turnover of at least INR 150 Crores from IT/ ITES services during the last three financial years i.e. 2013- 2014, 2014-2015 & 2015-16 with net profit and positive net-worth.	To be amended as "The Bidder should have an average annual turnover of at least INR 70 Crores from IT/ ITES business during the last three financial years i.e. 2014-2015, 2015-16 & 2016-2017 with net profit and positive net-worth."	No Change in Tender Condition
127	Akshara Enterprises Pvt. Ltd.,	C	23	The Bidder should have a minimum average revenue of INR 50 Crores generated from hardware supply, commissioning and their associated maintenance services over the financial years 2013-2014, 2014-2015 & 2015-16.	To be amended as "The Bidder should have a minimum average revenue of INR 50 Crores generated from hardware supply, commissioning and their associated maintenance services over the financial years 2014-2015, 2015-16 & 2016-2017"	No Change in Tender Condition
128	Akshara Enterprises Pvt. Ltd.,	9.4	27	Content update should be part of the application as auto update option	Request to exclude this. Update should be part of the application as auto update option	Pls refer Annexure-1, para 4, point no.4 of pre-bid queries response document

S. No.	Organization	Section No.	Page No.	Clause as per RFP	Clarification Sought	Pre- Bid Query Response
129	Akshara Enterprises Pvt. Ltd.,	9.4	27	The Bidder shall also be responsible for loading and installing any bespoke application or educational content provided by MOEHR, TE&SR into the tablets before offering the same for Pre-Dispatch Inspection. In such a scenario, the content shall be provided before signing of the Agreement	Understand that the tablets are to be given to Class-1 and Class-2 students and respective Teachers and separate content to be loaded as per the requirement. Request to confirm if we have 4 categories of content to be preloaded	Pls refer Annexure-1, para 4, point no.4 of pre-bid queries response document
130	Akshara Enterprises Pvt. Ltd.,	19	31		Request to confirm the place of PDI. And we request you to have the PDI done at OEM's plant	Pls refer Annexure-1, para 4, point no.6 of pre-bid queries response document
131	Akshara Enterprises Pvt. Ltd.,	27	34	The selected Bidder shall open its own service centre or may authorize a local partner to operate a service center center in at least one (1) location in each of the 4 zones in Mauritius where the 278 primary schools are located, as specified in the Annexure - XXIII	The selected Bidder/OEM shall open its own service centre or may authorize a local partner to operate a service center center in at least one (1) location in each of the 4 zones in Mauritius where the 278 primary schools are located, as specified in the Annexure - XXIII	Pls refer Annexure-1, para 4, point no.14 of pre-bid queries response document
132	Akshara Enterprises Pvt. Ltd.,	29.3.3.2	37	Delivery Schedule	Request to amend the total project completion to be within 120 Days of LOA. Post which the penalties @1% per week are leviable. Any delays attributed due to export clearances and administrative processes to be exempted	No Change in Tender Condition
133	Akshara Enterprises Pvt. Ltd.,	29.3.3.3	38	Warranty and Post Warranty Support obligations: Repair of faulty Tablets/ Hardware components SLA Repair of the Tablet or any Hardware (Projector, Mac Pro, Charging Dock) components including Keyboard, Touch Pad, Battery, AC Adapter, DVD / CD Reader, LCD Display, Plastic Case, Memory, Motherboard, Processor, Ports, Wireless, Hard Drive, Cooling System (Fan etc.), Expansion Cards (if available), Pointing Device (If applicable) which can be Repaired in the Service center has to be fixed within 2 days of reporting of	Request to amend the Repair of faulty Tablets/ Hardware components SLA Repair of the Tablet or any Hardware (Projector, Mac Pro, Charging Dock) components including Keyboard, Touch Pad, Battery, AC Adapter, DVD / CD Reader, LCD Display, Plastic Case, Memory, Motherboard, Processor, Ports, Wireless, Hard Drive, Cooling System (Fan etc.), Expansion Cards (if available), Pointing Device (If applicable) which can be Repaired in the Service center has to be fixed	No Change in Tender Condition

S. No.	Organization	Section No.	Page No.	Clause as per RFP	Clarification Sought	Pre- Bid Query Response
				the problem. T shall be the agreed resolution time which in case of repair is 2 (two) working days.	within 5 days of reporting of the problem. T shall be the agreed resolution time which in case of repair is 5 (Five) working days.	
134	Akshara Enterprises Pvt. Ltd.,	39	42	Suppliers should be entirely responsible for all applicable Duties (Custom & Excise) incurred until delivery of the contracted Goods to the Consignee. However Republic of Mauritius may provide exemption on some regulatory charges such as Tax customs etc. The information will be communicated to the selected vendor in due course of time for such incident	Since the exemption is Not committed, this may affect the pricing	Pls refer Annexure-1, para 5 of pre-bid queries response document
135	Akshara Enterprises Pvt. Ltd.,	40	44	50% payment shall be made on successful delivery and commissioning at Mauritius of all the equipment on submission of certificate by the authorized representative of EdCIL as per term and conditions mentioned in the RFP.	50% payment shall be made on the proof of Airway bill/Bill of lading to Mauritius	No Change in Tender Condition
136	Akshara Enterprises Pvt. Ltd.,	40	44	Payment Terms	Any delays in acceptance/ hand over of the equipment from the school/ MOEHR, TE&SR for any reason shall be exempted for release of payment.	No Change in Tender Condition
137	Akshara Enterprises Pvt. Ltd.,		52, 73	Last 3 Financial years	Please amend the last 3 years as 2014-15, 2015-16, 2016-17	No Change in Tender Condition
138	M/S Tatvik System Solutions Pvt Ltd	Chapter 2 -7. Pre-qualification and Technical Qualification criteria	22	The Bidder should have executed at-least one Similar type of project of Supplying, Commissioning and Maintenance of Tablets of minimum quantity of 30,000 Nos. in India or Globally in any Govt. department/ institutes in the last three years as on date of submission of bid	We request to amend this clause Purchase order copy with installation report Of Tablets / IT Hardware & Software in India / Abroad in any of Government Deptt. in past 5 years of bidder OR OEM of Tablets as on date of submission of bid.	Pls refer Annexure-1, para 1 of pre-bid queries response document

S. No.	Organization	Section No.	Page No.	Clause as per RFP	Clarification Sought	Pre- Bid Query Response
139	M/S Tatvik System Solutions Pvt Ltd	Chapter 2 -7. Pre-qualification and Technical Qualification criteria	22	Supporting documents to be submitted a) Work Order + Certificate of Completion with satisfactory performance by client. OR b) Work Order + Certificate from the client showcasing that supply and commissioning of tablets is atleast completed and maintenance should have been running for atleast One year from the date of submission of the Bid (for ongoing projects). For any client certificate submitted, it should mention the total number of tablets supplied and commissioned	We request to amend this clause Purchase order copy with installation report Of Tablets / IT Hardware & Software in India / Abroad in any of Government Deptt. in past 5 years of bidder OR OEM of Tablets as on date of submission of bid.	No Change in Tender Condition
140	M/S Tatvik System Solutions Pvt Ltd	Chapter 2 -7. Pre-qualification and Technical Qualification criteria	23	The Bidder should have an average annual turnover of at least INR 150 Crores from IT/ ITES services during the last three financial years i.e. 2013-2014, 2014-2015 & 2015-16 with net profit and positive net-worth. Net-worth should be as per the definition mentioned in the section 2 (57) of Companies Act 2013. The Bidder should have a minimum average revenue of INR 50 Crores generated from hardware supply, commissioning and their associated maintenance services over the financial years 2013-2014, 2014-2015 & 2015-16.	We comply other terms and conditions except turnover please consider it to Not more than 20 to 25 crore.	No Change in Tender Condition
141	M/S Tatvik System Solutions Pvt Ltd	Chapter 2 -7. Pre-qualification	24	The Authorized Signatory signing the Bid on behalf of the Bidder - should have the Power of Attorney duly authorized by the Board of Directors to sign the Bid.	Normally we put authorization on company letter head is it acceptable to Edcil.	Pls refer Annexure-1, para 4, point no. 3 of pre-bid queries response document. Addendum-3 of Annexure-1 needs to be filled and submitted
142	M/S Tatvik System Solutions Pvt Ltd	Chapter 2 9.4	26	The Bidder shall also be responsible for loading and installing any bespoke application or educational content provided by MOEHR, TE&SR into the tablets before offering the same for Pre-Dispatch Inspection.	Please clarify content OS etc.	Pls refer Annexure-1, para 4, point no. 4 of pre-bid queries response document

S. No.	Organization	Section No.	Page No.	Clause as per RFP	Clarification Sought	Pre- Bid Query Response
143	M/S Tatvik System Solutions Pvt Ltd	9.6	27	In case the variation of +25% to +50% is operated, the price would be re-negotiated for exploring downward revision as per the Normal trend in electronics industry.	Kindly delete this clause.	No Change in Tender Condition
144	M/S Tatvik System Solutions Pvt Ltd	9.7	27	The selected Bidder needs to supply all the required equipment in a single lot with prior intimation to EdCIL.	In one consignment all material is Not possible please allow multiple.	Pls refer Annexure-1 para 4, point no. 7 of pre-bid queries response document
145	M/S Tatvik System Solutions Pvt Ltd	9.7	27	The equipment supplied by the bidder must comply with ICTA Type Approval procedure of Govt. of Mauritius for all its equipment. ICTA type approval compliance details are mentioned in Annexure XXII	This clause is Not applicable to Indian Bidders as ICTA certification is meant for parties with in Mauritius to import. We therefore request you to delete this clause as this could be favouring to single OEM / Bidder who are registered with ICTA, Govt of Mauritius.	Pls refer Annexure-1 para 4, point no. 5 of pre-bid queries response document
146	M/S Tatvik System Solutions Pvt Ltd	19	30 - 31	Inspection and Tests	We request EdCIL to extend the date of bid submission and invite all major OEM's of tablets to conduct test on their Tablet as per EdCIL current specification requirement in order to freeze and finalize the specification for tablets.	No Change in Tender Condition
147	M/S Tatvik System Solutions Pvt Ltd	Form - 1	4	Applicable Taxes and other charges in India Unit Price (INR) (To be quoted in figures and words both)	Tax will be GST kindly amend.	No Change in Tender Condition
148	M/S Tatvik System Solutions Pvt Ltd	Annx - XX	93	Projector Screen: Suitable screen to accommodate the projection at all focal length (wall mounted)	Screen size is Not mentioned please clarify size.	Pls refer Annexure-1, Para 3 of pre-bid queries response document. Addendum-2 of Annexure-1 needs to be filled and submitted for compliance.
149	Samsung India Electronics Pvt Ltd.			Release date should Not be more than 1 year from the date of submission of the bid.	Request you to change this from date of release to Date of Manufacturing should Not be older than 5 months.	No Change in Tender Specification

S. No.	Organization	Section No.	Page No.	Clause as per RFP	Clarification Sought	Pre- Bid Query Response
150	Samsung.		RAM capacity	Min 2 GB for tablet	Request you to change this to 1.5GB to allow more OEM participation	No Change in Tender Specification
151	Samsung India Electronics Pvt Ltd.		Mass Storage Capacity	Min 16 GB of internal storage with at least 8 GB free space for storing learning contents.	Request you to change this to 8GB to allow more OEM participation	No Change in Tender Specification
152	Samsung.		Blank Micro SD card	Minimum 16 GB	Minimum Micro SD card support should be changed to 64 GB or above. This will allow more usability in future.	No Change in Tender Specification
153	Samsung		WiFi	Need to be compliant with Wi-Fi 802.11 a/b/g/n standards	for More OEM Participation consider Wi-Fi 802.11 b/g/n or better	No Change in Tender Specification
154	Samsung		Support Dual Band	Should support dual band 2.4 GHz and 5 GHz	For more OEM Participation consider band 2.4 or better	No Change in Tender Specification
155	Samsung.		Display	Display technology should be IPS/PLS LCD, LED or better	All display technologies should be allowed for More OEM participation.	No Change in Tender Specification
156	Samsung		Resolution	Minimum 1280 x 800 px	Request you to add "Device should be capable of Playing full HD videos".	No Change in Tender Specification
157	Samsung.		Integrated Camera	Minimum 5 MegaPixel for Main camera	Should have autofocus Camera	No Change in Tender Specification
158	Samsung.		Stylus	The stylus should be lace attached to the tablet computer	Kindly share the stylus details. Do we need Capacitive Stylus	No Change in Tender Specification

S. No.	Organization	Section No.	Page No.	Clause as per RFP	Clarification Sought	Pre- Bid Query Response
159	Samsung India Electronics Pvt Ltd.			"We hereby extend our full warranty as per Clause 3 of the Conditions of Contracts, for the goods and services offered for supply by the above firm against this Invitation for Bid. We further certify that we shall support vendor with all related spares and maintenance during the entire contract period including the period of warranty/AMC and we also declare that the product proposed in this contract will Not be end of life till the contract period. "	We would like to mention that , since the material will be delivered in India , support will be managed by partner through their service centers /branch office, please relax this clause.	No Change in Tender Condition
160	Sanvei Overseas Pvt Ltd	Purchaser and Place of delivery	7	Billing to be submitted to EdCIL India Ltd at the Indian Port at the time of dispatch of Tablets & other IT equipment. However, successful bidder shall be responsible for delivery of Tablets and all IT equipment at Mauritius to the Designated warehouse of MOE & HR, Mauritius as detailed elsewhere in this tender document.	Please clarify the payment process with LC terms if the material is directly sent to Mauritius from the overseas OEM factory or sourced from some third country which the material is Not shipped from India.	No Change in Tender Condition
161	Sanvei Overseas Pvt Ltd	Pre-qualification and Technical Qualification criteria	22	B. The Bidder should have executed at-least one Similar type of project of Supplying, Commissioning and Maintenance of Tablets of minimum quantity of 30,000 Nos. in India or Globally in any Govt. department/ institutes in the last three years as on date of submission of bid	Please amend the experience criteria as follows for more participation of bidders:- One project of 25,000 Nos of Tablets or Two projects of 16,000 Nos of Tablets or Three projects of 8,000 Nos of Tablets, It will allow more bidders to qualify and bring more competition	Pls refer Annexure-1, para 1 of pre-bid queries response document

S. No.	Organization	Section No.	Page No.	Clause as per RFP	Clarification Sought	Pre- Bid Query Response
162	Sanvei Overseas Pvt Ltd	Scope of Work	26	The Bidder shall also be responsible for loading and installing any bespoke application or educational content provided by MOEHR, TE&SR into the tablets before offering the same for Pre-Dispatch Inspection. In such a scenario, the content shall be provided before signing of the Agreement. In addition, during the maintenance phase of the project the bidder shall also support in update of any content on all the tablets supplied under the contract	We request you to please make this responsibility of the OEM at the OEM factory, as the delivery time is very less and also updating the content of 26,800 tablets during the AMC phase is also a difficult and time consuming task or we suggest that one app will be developed which will be installed on the tables thru WiFi at all the 278 locations and the content will also be provided thru wifi, Also the content should be updated and pushed remotely thru a central server at all the remote locations local wifi device as per the requirement of MOEHR and TE&SR on time to time basis. And the rights to download the content to the tablet will be given to the students, You can also ask for some of the unique features like self assessment or feedback of the student on the related topics along with logs of the students who has accessed what and when.	Pls refer Annexure-1, para 4, point no. 4 of pre-bid queries response document
163	Sanvei Overseas Pvt Ltd	23. Commissioning of all Equipment	32	23.3 The equipment to be commissioned for a specific school shall be decided by MOEHR, TE&SR. MOEHR, TE&SR will arrange for at least one warehouse for each zone (total 4 zones) which are going to be the location of commissioning. The power supply, internet connectivity and necessary infrastructure for commissioning will be arranged by MOEHR, TE&SR. Until the equipment are handed over to respective school authorities, selected bidder will be solely responsible for the security of all the equipment.	We would to know the reason for security of the equipment is the responsibility of the bidder when provisioning of all the warehouse locations is the responsibility of MOEHR, TE&SR. Delivering the equipment to the warehouse location is fine.	Pls refer Annexure-1, para 4, point no. 8 of pre-bid queries response document
164	Sanvei Overseas Pvt Ltd	29.3.3.1 PDI	36	INR 1,00,000 every 1 day of delay in issue of Notice on a daily incremental basis of INR 1,00,000 subject to a maximum of INR 25,00,000.	Request you to kindly amend the same by removing this clause as this is beyond bidders sole control	No Change in Tender Condition

S. No.	Organization	Section No.	Page No.	Clause as per RFP	Clarification Sought	Pre- Bid Query Response
165	Sanvei Overseas Pvt Ltd	29.3.3.2 Delivery Schedule	37	1. Shipment of all the Tablets, projector & project screen, charging carts, Mac Pro Laptops and connected accessories at the Warehouse in Mauritius (Within 35 days of issuance of LOA)	35 days of delivery time is very less as the OEM itself takes Six to Eight weeks for delivering the equipment, Please provide the appropriate timing as the penalties are very high as this is an overseas shipment including custom clearance. We suggest the same should be 10 weeks minimum from LOA.	No Change in Tender Condition
166	Sanvei Overseas Pvt Ltd	29.3.3.2 Delivery Schedule	37	3. Commissioning of Tablets, projector & project screen, charging carts, Mac Pro Laptops and connected accessories to at all the designated warehouses of Mauritius for 278 primary schools (Within 65 days of issuance of LOA)	65 days of commissioning time is very less as we have to commission the equipment at 278 location in four different zones and the logistics of the equipment will also be a challenge, Please provide the appropriate timing as the penalties are very high. We suggest the same should be 150 days minimum from LOA.	No Change in Tender Condition
167	Sanvei Overseas Pvt Ltd	40. Payment	43	I. Payment of supply of Tablet and related hardware equipment - i) 40% payment shall be made after pre-dispatch inspection of equipment by PDI committee and submission of signed inspection report to EdCIL. Payment will be made if items are found in good condition as per term and conditions mentioned in the RFP. ii) 50% payment shall be made on successful delivery and commissioning at Mauritius of all the equipment on submission of certificate by the authorized representative of EdCIL as per term and conditions mentioned in the RFP. iii) 10% payment shall be made after three months of successful commissioning and handing over of all the equipment at Mauritius.	Please provide payment details if the delivery is made directly from third country to Mauritius	No Change in Tender Condition

S. No.	Organization	Section No.	Page No.	Clause as per RFP	Clarification Sought	Pre- Bid Query Response
168	Sanvei Overseas Pvt Ltd	40. Payment	43	<p>III. Documents to be submitted for payment</p> <p>The bidder should submit the following documents to the EdCIL:</p> <p>b. 2 Copies of the tax invoice showing contract number, goods description, quantity unit price, total amount.</p> <p>c. PDI Certificate issued by the Nominated inspection committee as applicable</p> <p>d. Commissioning report from EdCIL and MOEHR,TE&SR as applicable</p> <p>e. Insurance Certificate</p> <p>f. Manufacturer's/ Supplier's warranty certificate</p> <p>g. AMC certificate (Quarterly) as applicable</p>	Please amend the clause as Commissioning report from EdCIL or MOEHR,TE&SR as applicable getting reports signed form too many departments and concerns is very difficult.	No Change in Tender Condition
169	Sanvei Overseas Pvt Ltd	43. Application Specialist	44	The Bidder should mention in the TechNo-Commercial bid the availability and names of Application Specialist and Service Engineers in the nearest regional office.	Please remove, As currently we don't have any office in Mauritius and if we tie up with any partner of the delivery of the services. The details can be provided after 5 weeks from date of LOA.	No Change in Tender Condition
170	Sanvei Overseas Pvt Ltd	Annexure XIII: Manufacturer (OEM) Authorization Form	71	We hereby extend our full warranty as per Clause 3 of the Conditions of Contracts,	Please provide details of Clause 3 of the Conditions of Contracts,	Pls refer Annexure XV on RFP page no. 74
171	Sanvei Overseas Pvt Ltd	Annexure XXII: ICTA Compliance	106	The bidder is required to furnish duly dated and signed compliance documents certifying that equipment complies as per below applicable standards.	ICTA Compliance is related to the product we request you to please ask it from OEM Not from the bidder.	No Change in Tender Condition

S. No.	Organization	Section No.	Page No.	Clause as per RFP	Clarification Sought	Pre- Bid Query Response
172	Datamini TechNologies (I) Ltd.	4 (II)	21/2 2	The bidder should enclose EMD of Rs. 1,25,00,000/- (Rupees One Crore Twenty Five Lakhs only) in the form of Bank Guarantee/ Demand Draft drawn in favour of EdCIL (India) Limited and payable at NoIDA, with the Technical Bid. NOTE: Bidders registered with MSME and having valid registration certificate issued by NSIC are exempted for submission of bid fee and EMD.	We are MSME only registered Company, we don't have NSIC certificate, therefore request you to kindly consider for the exemption for the MSME Registered Companies. Also in most of the State Government Tenders, they allow exemption for the MSME registered companies.	NOTE: Bidders registered with MSME and having valid registration certificate issued by NSIC or MSME are exempted for submission of bid fee and EMD.
173	Datamini TechNologies (I) Ltd.	7(B)	22	The Bidder should have executed at-least one Similar type of project of Supplying, Commissioning and Maintenance of Tablets of minimum quantity of 30,000 Nos. in India or Globally in any Govt. department/ institutes in the last three years as on date of submission of bid	Request you to kindly reconsider the Number of Tablets Supplied, please lower down the Numbers form 30,000 to Min. 10,000 in single order OR 30,000 collectively supplied in last three years in Government/ Private Companies/ Institutes this will also allow us to participate in the Bidding Process and you will get the competitive rates of the Tablets.	Pls refer Annexure-1, para 1 of pre-bid queries response document
174	Datamini TechNologies (I) Ltd.	7 C	23	The Bidder should have an average annual turnover of at least INR 150 Crores from IT/ ITES services during the last three financial years i.e. 2013-2014, 2014-2015 & 2015-16 with net profit and positive net-worth. Net-worth should be as per the definition mentioned in the section 2 (57) of Companies Act 2013. The Bidder should have a minimum average revenue of INR 50 Crores generated from hardware supply, commissioning and their associated maintenance services over the financial years 2013-2014, 2014-2015 & 2015-16.	Request you to kindly ask for the Turnover of the INR 100 Cr. Instead of INR 150 Cr. During the last three financial years i.e. 2013-14, 2014-15 & 2015-16 with Positive net-worth. Also request you to kindly ask for the minimum average revenue of INR 50 Cr. generated from Hardware supply, commissioning and their associated maintenance services over the financial year 2013-14, 2014-15 & 2015-16, Allowing More participation in the Bid for the competition.	No Change in Tender Condition

S. No.	Organization	Section No.	Page No.	Clause as per RFP	Clarification Sought	Pre- Bid Query Response
175	Datamini TechNologies (I) Ltd.	7 (I)	25	OEM Criteria - OEM must be amongst the Top Five vendors in world wide shipment of "Ultramobile (Basic and Utility Tablets) category"/Desktop/Laptops in any of 2 quarters in the FY 2016 -17 in the Gartner report OR The OEM should be amongst the Top Five Tablet/Desktop/Laptops Vendors, in terms of Shipments or Market Share in any two Quarters of FY 2016-17 as per IDC report	Sir Request you to kindly remove this clause of Top Five companies as per Gartner / IDC report, as it is Not as per the Government Norms for the open Tender and you are restricting the Indian OEMs for participation. You should give chance to Indian companies to participate in the tender in order to promote the Government's "Make in India" agenda.	No Change in Tender Condition
176	GLOBAL SPACE TECHNOLOGIES LIMITED	7.B	22	The Bidder should have executed at-least one Similar type of project of Supplying, Commissioning and Maintenance of Tablets of minimum quantity of 30,000 Nos. in India or Globally in any Govt. department/ institutes in the last three years as on date of submission of bid	Kindly amend the clause as - The Bidder should have executed at-least One project of Supplying, Installation and Commissioning and Maintenance of Tablets / IT Hardware & software , networking in India or Abroad as for any IT System Integrator/Bidder	Pls refer Annexure-1, para 1 of pre-bid queries response document
177	GLOBAL SPACE TECHNOLOGIES LIMITED	7.B	22	Supporting documents to be submitted a) Work Order + Certificate of Completion with satisfactory performance by client. OR b) Work Order + Certificate from the client showcasing that supply and commissioning of tablets is atleast completed and maintenance should have been running for atleast One year from the date of submission of the Bid (for ongoing projects). For any client certificate submitted, it should mention the total number of tablets supplied and commissioned	Kindly amend the clause as - The Bidder should have executed at-least one project of Supplying, Installation and Commissioning and Maintenance of Tablets / IT Hardware & software, networking in India or Abroad as for any IT System Integrator/Bidder.	No Change in Tender Condition

S. No.	Organization	Section No.	Page No.	Clause as per RFP	Clarification Sought	Pre- Bid Query Response
178	GLOBAL SPACE TECHNOLOGIES LIMITED	7.C	23	<p>The Bidder should have an average annual turnover of at least INR 150 Crores from IT/ ITES services during the last three financial years i.e. 2013-2014, 2014-2015 & 2015-16 with net profit and positive net-worth. Net-worth should be as per the definition mentioned in the section 2 (57) of Companies Act 2013.</p> <p>The Bidder should have a minimum average revenue of INR 50 Crores generated from hardware supply, commissioning and their associated maintenance services over the financial years 2013-2014, 2014-2015 & 2015-16.</p>	<p>EdCIL competent authority is requested to consider CA certificate of Average Turnover of 20% of project cost as per tender guidelines.</p> <p>We suggest and propose Average Annual turnover should Not be more than INR 08 to 10 Crore. We look forward for your positive response on this clause, which will enable level playing field to other key player/ bidder like us to participate in the tender.</p>	No Change in Tender Condition
179	GLOBAL SPACE TECHNOLOGIES LIMITED	7.K	25	<p>Product Regulatory Compliance as per ICTA, Republic of Mauritius Declaration of Conformity or Test reports for the issuance of the Type approval certificates.</p>	<p>It is Not clear TAC will be given by EdCIL on behalf of ICTA. Kindly clarify. Also please clarify if product needs to be some international certification too.</p>	Pls refer Annexure-1, para 4, point no. 5 of pre-bid queries response document
180	GLOBAL SPACE TECHNOLOGIES LIMITED	Clause 9.4	26	<p>The Bidder shall also be responsible for loading and installing any bespoke application or educational content provided by MOEHR, TE&SR into the tablets before offering the same for Pre-Dispatch Inspection.</p>	<p>We request M/s EdCIL to provide a copy of softwares / content to be loaded on Tablet in advance so that we can have it tested or confirm from our OEM's technical team on compatibility / functionality etc. to avoid any issues after supplies are being made.</p>	Pls refer Annexure-1, para 4, point no. 4 of pre-bid queries response document
181	GLOBAL SPACE TECHNOLOGIES LIMITED	Clause 9.6	27	<p>In case the variation of +25% to +50% is operated, the price would be re-negotiated for exploring downward revision as per the Normal trend in electronics industry.</p>	<p>This clause in Not applicable as per tendering Norms. Kindly delete</p>	No Change in Tender Condition
182	GLOBAL SPACE TECHNOLOGIES LIMITED	Clause 9.7 Subclause - V	27	<p>The selected Bidder needs to supply all the required equipment in a single lot with prior intimation to EdCIL.</p>	<p>It is Not possible to dispatch the complete material in one consignment however we will try our best. EdCIL is requested to relax this clause.</p>	No Change in Tender Condition

S. No.	Organization	Section No.	Page No.	Clause as per RFP	Clarification Sought	Pre- Bid Query Response
183	GLOBAL SPACE TECHNOLOGIES LIMITED	Clause 9.7 Subclause VI	27	The equipment supplied by the bidder must comply with ICTA Type Approval procedure of Govt. of Mauritius for all its equipment. ICTA type approval compliance details are mentioned in Annexure XXII	As per our understanding Type approval certificate is Not required for other equipment except TABLETS. Kindly confirm.	Pls refer Annexure-1, para 4, point no. 5 of pre-bid queries response document
184	GLOBAL SPACE TECHNOLOGIES LIMITED	23.3	32	23.3 The equipment to be commissioned for a specific school shall be decided by MOEHR, TE&SR. MOEHR, TE&SR will arrange for at least one warehouse for each zone (total 4 zones) which are going to be the location of commissioning. The power supply, internet connectivity and necessary infrastructure for commissioning will be arranged by MOEHR, TE&SR. Until the equipment are handed over to respective school authorities, selected bidder will be solely responsible for the security of all the equipment.	Security of goods once delivered at Site / Warehouse shall be of host govt. Bidder cannot be held responsible for any situation arising such theft, floods, heavy rain, earthquake, fire in premises etc. Kindly amend the clause.	Pls refer Annexure-1, para 4, point no. 8 of pre-bid queries response document
185	GLOBAL SPACE TECHNOLOGIES LIMITED	29.3.3.2	37	Delivery Schedule :- 1.Shipment of all the Tablets, projector & project screen, charging carts, Mac Pro Laptops and connected accessories at the Warehouse in Mauritius Within 35 days of issuance of LOA. 2. Setting up of 4 Service Centres in 4 zones of Mauritius Within 45 days of issuance of LOA. 3. Commissioning of Tablets, projector & project screen, charging carts, Mac Pro Laptops and connected accessories to at all the designated warehouses of Mauritius for 278 primary schools. Within 65 days of issuance of LOA.	We request you to allow minimum 240 days to source, supply, install the items at Mauritius	No Change in Tender Condition

S. No.	Organization	Section No.	Page No.	Clause as per RFP	Clarification Sought	Pre- Bid Query Response
186	GLOBAL SPACE TECHNOLOGIES LIMITED	Clause - i	43	<p>Payment Terms:</p> <p>i) 40% payment shall be made after pre-dispatch inspection of equipment by PDI committee and submission of signed inspection report to EdCIL. Payment will be made if items are found in good condition as per term and conditions mentioned in the RFP.</p> <p>ii) 50% payment shall be made on successful delivery and commissioning at Mauritius of all the equipment on submission of certificate by the authorized representative of EdCIL as per term and conditions mentioned in the RFP.</p> <p>iii) 10% payment shall be made after three months of successful commissioning and handing over of all the equipment at Mauritius.</p>	Kindly amend payment terms 80% on dispatch and balance 20% on installation & submission of 10% Performance Bank Guarantee.	No Change in Tender Condition
187	GLOBAL SPACE TECHNOLOGIES LIMITED	43	44	The Bidder should mention in the Techno-Commercial bid the availability and names of Application Specialist and Service Engineers in the nearest regional office.	Please allow to submit such details while Installation is being planned after the goods are in transit.	No Change in Tender Condition
188	GLOBAL SPACE TECHNOLOGIES LIMITED	5.3	66	The successful bidder should be required to deposit Performance Bank Guarantee equivalent to 10% of contract value to EdCIL within 7 days from the date of receipt of Work Order.	Kindly provide 3 weeks to submit the PBG from the date of receipt of supply order.	No Change in Tender Condition
189	GLOBAL SPACE TECHNOLOGIES LIMITED	Form 1	4	Applicable Taxes and other charges in India Unit Price (INR) (To be quoted in figures and words both)	Since GST has been implemented Now therefore we request to ADD GST column instead of taxes column.	No Change in Tender Condition
190	Acer India (P) Limited	Annexure XIX	79	Blank Micro SD card-Minimum 16 GB	It means SD card required , please clarify	Yes
191	Acer India (P) Limited	Annexure XIX	79	Battery Autonomy (in hours)-Should have minimum 8 hours	Relax it for 4-5 Hrs	No Change in Tender Specification
192	Acer India (P) Limited	Annexure XIX	79	Per 100 % charge-Should have minimum 8 hours	Relax it for 4-5 Hrs	No Change in Tender Specification

S. No.	Organization	Section No.	Page No.	Clause as per RFP	Clarification Sought	Pre- Bid Query Response
193	Acer India (P) Limited	Annexure XIX	81	Operating System-Latest version of any of the following: (Android/iOS/Windows)	Which is the OS with which customer applications are compatible with we can provide Android 5.1 or Windows 10 (optional)	Pls refer Annexure-1, Para 2 of pre-bid queries response document. Addendum-1 of Annexure-1 needs to be filled and submitted for compliance.
194	Acer India (P) Limited	Annexure XIX	81	Name and OS Version	Which is the OS with which customer applications are compatible with we can provide Android 5.1 or Windows 10 (optional)	Pls refer Annexure-1, Para 2 of pre-bid queries response document. Addendum-1 of Annexure-1 needs to be filled and submitted for compliance.
195	Acer India (P) Limited	Annexure XIX	81	Antivirus with Antimalware features-The proposed licenses for antivirus with antimalware features should be valid for 3 years from the date of commissioning. This should be supported by documentary evidence	Windows default antivirus will be provided , as Android has No Antivirus licenses , pls clarify	Antivirus with Antimalware software provided should be valid for 3 years from the date of commissioning based on the Operating System
196	Acer India (P) Limited	Annexure XIX	83	Electrical Standards-Should be compliant with British BS 1363	Please remove and relax this clause	Pls refer Annexure-1 para 4, point no. 15 of pre-bid queries response document
197	Acer India (P) Limited	Annexure XIX	83	EPEAT Registration-(Indicate EPEAT level, if yes)	Please remove and relax this clause	This specification is not mandatory, it is for information only
198	Acer India (P) Limited	Annexure XIX	83	Energy Star rating	Please remove and relax this clause	This specification is not mandatory, it is for information only
199	Softel Solutions Pvt. Ltd.				We Request you to pls. allow the Consortium bidding against this opportunity and considering OEM Criteria meeting PQR , as the quantity is Higher	No Change in Tender Condition

S. No.	Organization	Section No.	Page No.	Clause as per RFP	Clarification Sought	Pre- Bid Query Response
200	Megahertz Infotech Pvt. Ltd.,	S. No. A of Point No. 7 (Chapter-2: Terms & Conditions)		The Bidder (Consortium is Not allowed) should be registered under Companies Act, 1956 and 2013 in India and should have been in operation in India for at-least the last 5 years as on the date of submission of the bid.	We request you to allow the consortium to make the bid more competitive and get the price advantage	No Change in Tender Condition
201	Megahertz Infotech Pvt. Ltd.,	S. No. B of Point No. 7 (Chapter-2: Terms & Conditions)		The Bidder should have an average annual turnover of at least INR 150 Crores from IT/ ITES services during the last three financial years i.e. 2013-2014, 2014-2015 & 2015-16 with net profit and positive net-worth. Net-worth should be as per the definition mentioned in the section 2 (57) of Companies Act 2013. The Bidder should have a minimum average revenue of INR 50 Crores generated from hardware supply, commissioning and their associated maintenance services over the financial years 2013-2014, 2014-2015 & 2015-16.	We request you to change the bidder's turn over 150 Crores to 50 Crores	No Change in Tender Condition
202	Megahertz Infotech Pvt. Ltd.,	Point No. 2 of FINANCIAL BID)		Tender requirement for Tablets & Projectors	We request you to allow the bidders to bid item wise as it is Not the solution based items and can be quote	No Change in Tender Condition
203	National Small Industries Corporation Limited	Notice Inviting Tender	6	The Currency in which payment shall be made -Indian Rupee INR	Why in INR when end customer is outside India unnecessary taxes will be added. We are 100% EOU(Export Oriented Unit) and we can export to Mauritius	No Change in Tender Condition
204	National Small Industries Corporation Limited	Notice Inviting Tender	7	Period of Supply 65 Days(From date of issuance of Purchase Order)	Supply date to be extended to 90 days	No Change in Tender Condition

S. No.	Organization	Section No.	Page No.	Clause as per RFP	Clarification Sought	Pre- Bid Query Response
205	National Small Industries Corporation Limited	7. Pre qualification	22	Eligibility Criteria: A. The Bidder(Consortium is Not allowed)		No Change in Tender Condition
206	National Small Industries Corporation Limited	7. Pre qualification and Technical Qualification criteria	22	Eligibility Criteria: B. The Bidder should have executed at-least one Similar type of project of Supplying, Commissioning and Maintenance of Tablets of minimum quantity of 30,000 Nos. in India or Globally in any Govt. department/ institutes in the last three years as on date of submission of bid	Minimum quantity 10000 units to be considered	Pls refer Annexure-1, para 1 of pre-bid queries response document
207	National Small Industries Corporation Limited	7. Pre qualification and Technical Qualification criteria	23	Eligibility Criteria: C. The Bidder should have an average annual turnover of at least INR 150 Crores from IT/ ITES services during the last three financial years i.e. 2013-2014, 2014-2015 & 2015-16 with net profit and positive net-worth. Net-worth should be as per the definition mentioned in the section 2 (57) of Companies Act 2013. The Bidder should have a minimum average revenue of INR 50 Crores generated from hardware supply, commissioning and their associated maintenance services over the financial years 2013-2014, 2014-2015 & 2015-16.		No Change in Tender Condition

S. No.	Organization	Section No.	Page No.	Clause as per RFP	Clarification Sought	Pre- Bid Query Response
208	National Small Industries Corporation Limited	7. Pre qualification and Technical Qualification criteria	25	Eligibility Criteria: I. OEM Criteria OEM must be amongst the Top Five vendors in world wide shipment of "Ultramobile (Basic and Utility Tablets) category"/Desktop/Laptops in any of 2 quarters in the FY 2016 -17 in the Gartner report OR The OEM should be amongst the Top Five Tablet/Desktop/Laptops Vendors, in terms of Shipments or Market Share in any two Quarters of FY 2016-17 as per IDC report.		No Change in Tender Condition
209	National Small Industries Corporation Limited	Annexure XIX: Equipment Specification	79	Tablet Specification Mass Storage Capacity: Min 16GB of internal storage with at least 8GB free space for storing learning contents	32GB	No Change in Tender Specification
210	PANACHE DIGILIFE LIMITED	Notice Inviting Tender	6	The Currency in which payment shall be made -Indian Rupee INR	Option for USD Duty Free	No Change in Tender Condition
211	PANACHE DIGILIFE LIMITED	Notice Inviting Tender	7	Period of Supply 65 Days(From date of issuance of Purchase Order)	90 days	No Change in Tender Condition
212	PANACHE DIGILIFE LIMITED	7. Pre qualification and Technical Qualification criteria	22	Eligibility Criteria: B. The Bidder should have executed at-least one Similar type of project of Supplying, Commissioning and Maintenance of Tablets of minimum quantity of 30,000 Nos. in India or Globally in any Govt. department/ institutes in the last three years as on date of submission of bid	Minimum quantity 10000 units	Pls refer Annexure-1, para 1 of pre-bid queries response document

S. No.	Organization	Section No.	Page No.	Clause as per RFP	Clarification Sought	Pre- Bid Query Response
213	PANACHE DIGILIFE LIMITED	7. Pre qualification and Technical Qualification criteria	25	Eligibility Criteria: 1. OEM Criteria OEM must be amongst the Top Five vendors in world wide shipment of "Ultramobile (Basic and Utility Tablets) category"/Desktop/Laptops in any of 2 quarters in the FY 2016 -17 in the Gartner report OR The OEM should be amongst the Top Five Tablet/Desktop/Laptops Vendors, in terms of Shipments or Market Share in any two Quarters of FY 2016-17 as per IDC report.	OEM must be Top Five in Asia pacific and Original Design Manufacturer may provide the available details.	No Change in Tender Condition
214	PANACHE DIGILIFE LIMITED	Annexure XIX: Equipment Specification	79	Tablet Specification Mass Storage Capacity: Min 16GB of internal storage with at least 8GB free space for storing learning contents	16GB to 32 GB Storage	No Change in Tender Specification
215	PANACHE DIGILIFE LIMITED	Annexure XIX: Equipment Specification	83	Electrical Standards: Should be compliant with British BS 1363/EPEAT Registration: (Indicate EPEAT level, if yes)/Energy Star rating/EU Ecolabel compliance: State whether product is compliant with EU Ecolabel. If yes, specify type.	Original Design Manufacturer to provide supporting documents available respect to any region.	No Change in Tender Specification
216	PANACHE DIGILIFE LIMITED	Payment of Supply Tablet and related hardware equipment	43	i) 40% payment shall be made after pre-dispatch inspection of equipment by PDI committee and submission of signed inspection report to EdCIL. Payment will be made if items are found in good condition as per term and conditions mentioned in the RFP. ii) 50% payment shall be made on successful delivery and commissioning at Mauritius of all the equipment on submission of certificate by the authorized representative of EdCIL as per term and conditions mentioned in the RFP. iii) 10% payment shall be made after three months of successful commissioning and handing over of all the equipment at	90% payment on pre-dispatch inspection of equipment. 10% to release against Performance Bank Guarantee	No Change in Tender Condition

S. No.	Organization	Section No.	Page No.	Clause as per RFP	Clarification Sought	Pre- Bid Query Response
				Mauritius.		
217	Team computers Pvt Ltd	42	38	Suppliers should be entirely responsible for all applicable Duties (Custom & Excise) incurred until delivery of the contracted Goods to the Consignee. However Republic of Mauritius may provide exemption on some regulatory charges such as Tax customs etc. The information will be communicated to the selected vendor in due course of time for such incident	Custom duty available/Not available should be informed before 1 week of submission of Bid	Pls refer Annexure-1, para 5 of pre-bid queries response document
218	Team computers Pvt Ltd	44	44	The Models offered should strictly conform to the specifications given in the product literature and these models should be supported for a minimum period of 3 years including warranty period and AMC	AMC period should be 1 year only	No Change in Tender Condition
219	Team computers Pvt Ltd	37	29	Shipment of all the Tablets, projector & project screen, charging carts, Mac Pro Laptops and connected accessories at the Warehouse in Mauritius, Within 35 days of issuance of LOA	It should be 90 days	No Change in Tender Condition
220	Team computers Pvt Ltd	42/43	40	i) 40% payment shall be made after pre-dispatch inspection of equipment by PDI committee and submission of signed inspection report to EdCIL. Payment will be made if items are found in good condition as per term and conditions mentioned in the RFP. ii) 50% payment shall be made on successful delivery and commissioning at Mauritius of all the equipment on submission of certificate by the authorized representative of EdCIL as per term and conditions mentioned in the RFP. iii) 10% payment shall be made after three months of successful commissioning and handing over of all the equipment at Mauritius.	100% on dispatch of goods through irrevocable LC	No Change in Tender Condition
221	Team computers Pvt Ltd	79		Blank Micro SD card-Minimum 16 GB	It means SD card required , please clarify	Yes

S. No.	Organization	Section No.	Page No.	Clause as per RFP	Clarification Sought	Pre- Bid Query Response
222	Team computers Pvt Ltd	79		Battery Autonomy (in hours)-Should have minimum 8 hours	Relax it for 4-5 Hrs	No Change in Tender Specification
223	Team computers Pvt Ltd	79		Per 100 % charge-Should have minimum 8 hours	Relax it for 4-5 Hrs	No Change in Tender Specification
224	Team computers Pvt Ltd	81		Operating System-Latest version of any of the following: (Android/iOS/Windows)	Which is the OS with which customer applications are compatible with we can provide Android 5.1 or Windows 10 (optional)	Pls refer Annexure-1, Para 2 of pre-bid queries response document. Addendum-1 of Annexure-1 needs to be filled and submitted for compliance.
225	Team computers Pvt Ltd	81		Name and OS Version	Which is the OS with which customer applications are compatible with we can provide Android 5.1 or Windows 10 (optional)	Pls refer Annexure-1, Para 2 of pre-bid queries response document. Addendum-1 of Annexure-1 needs to be filled and submitted for compliance.
226	Team computers Pvt Ltd	81		Antivirus with Antimalware features-The proposed licenses for antivirus with antimalware features should be valid for 3 years from the date of commissioning. This should be supported by documentary evidence	Windows default antivirus will be provided , as Android has No Antivirus, pls clarify	Antivirus with Antimalware software provided should be valid for 3 years from the date of commissioning based on the Operating System
227	Team computers Pvt Ltd	83		Electrical Standards-Should be compliant with British BS 1363	Please remove and relax this clause	No Change in Tender Specification.
228	Team computers Pvt Ltd	83		EPEAT Registration-(Indicate EPEAT level, if yes)	No ,Please remove and relax this clause	This specification is not mandatory, it is for information only
229	Team computers Pvt Ltd	83		Energy Star rating	Please remove this clause	This specification is not mandatory, it is for information only

S. No.	Organization	Section No.	Page No.	Clause as per RFP	Clarification Sought	Pre- Bid Query Response
230	HP Inc.	7(E)	23	The Bidder should Not have been blacklisted by any of the State/Central Government or organizations of the State/Central Government in India. 2) The Bidder should have executed at-least one Similar type of project of Supplying, Commissioning and Maintenance of Tablets of minimum quantity of 30,000 Nos. in India or Globally in any Govt. department/ institutes in the last three years as on date of submission of bid	We understand the condition for Bidder Not being blacklisted by any of the State/Central Government or organizations of the State/Central Government in India, is for the last three years, as specified in Annexure II. Kindly confirm. 2) The Bidder should have executed at-least one Similar type of project of Supplying, Commissioning and Maintenance of Tablets/Laptop of minimum quantity of 30,000 Nos. in India or Globally in any Govt. department/ institutes in the last three years as on date of submission of bid	No Change in tender Specification for #1 Pls refer Annexure-1, para 1 of pre-bid queries response document for #2
231	HP Inc.	25	7 (L)	Tablet proposed to be supplied as per specifications should be available as a commercial off-the-shelf product. A sample of the proposed tablet should be submitted along with the bid.	We request below amendment: Tablet proposed to be supplied as per specifications should be available as a commercial off the shelf product . A sample of the proposed tablet should be submitted along with the bid.	No Change in Tender Condition
232	HP Inc.	17	30	The price should be quoted in per unit (with breakup) and must include all packing and delivery charges. The offer/bid should be exclusive of taxes and duties, which will be paid as applicable. However, the percentage of taxes and duties should be clearly indicated. The inter se merit position of the bids however shall be decided based on the composite price of the product including taxes , transportation, Warranty & AMC with all other incidental expenses indicated.	We understand that any additional tax on account of any upward or downward variation in tax rates or any new taxes/duties (including GST), will be to customers account. Kindly confirm.	No Change in Tender Condition
233	HP Inc.	9.6	27	EdCIL reserves the right to increase/ decrease supply the above items with a variance up to 25% of the quantities mentioned for the 1st year. In case of +/- variance of 25% being operated during the contract period, the quoted price along with	1) We understand that any orders for any additional quantities, will be placed within the price validity period of 180 days. Kindly confirm. 2) We understand for any variation in quantity beyond 25%, the prices will be	Price will be negotiated only for incremental quantum from +25% upto +50%

S. No.	Organization	Section No.	Page No.	Clause as per RFP	Clarification Sought	Pre- Bid Query Response
				related terms and conditions shall apply. At client's request EdCIL reserves the right of varying the tendered quantity beyond +25% up to 50%. In case the variation of +25% to +50% is operated, the price would be re-negotiated for exploring downward revision as per the Normal trend in electronics industry.	mutually renegotiated for any upward or downward revision. Kindly confirm.	
234	HP Inc.	13	28	Packing Instructions: Each package will be marked on three sides with proper paint/indelible ink, the following: Details in Page 29, Clause 13.	We request that the Packing should be as per standard OEM packing. Any customization will require to opening of original OEM packing and delays in execution of the project.	No Change in Tender Condition
235	HP Inc.	42	43	Manuals and Drawings: Before the goods and equipment are taken over by the EdCIL, the Supplier should supply operation and maintenance manuals. These should be in such details as will enable the EdCIL to operate, maintain, adjust and repair all parts of the works as stated in the specifications. The Manuals should be in the ruling language (English) in such form and numbers as stated in the contract. Unless and otherwise agreed, the goods equipment should Not be considered to be completed for the purpose of taking over until such manuals and drawing have been supplied to the EdCIL.	We request that the Manuals and Drawings, should be as per standard OEM Manual & Drawings which come with the products, without any customization. Request your confirmation.	No Change in Tender Condition

S. No.	Organization	Section No.	Page No.	Clause as per RFP	Clarification Sought	Pre- Bid Query Response
236	HP Inc.	19.2	31	In the event of the hardware and software failing to pass the PDI, as per the specifications given, a period Not exceeding 3 days will be given to the selected Bidder to rectify the failure and clear the inspection, failing which, EdCIL reserves the right to cancel the Purchase Order and levy appropriate penalties in addition to the Liquidated Damages. EdCIL will Not be responsible for any costs associated with such rejection. The bidder will be responsible for all equipment supplied till they are delivered and commissioned at the designated warehouses.	1) We request below amendment: In the event of the hardware and software failing to pass the PDI, as per the specifications given, a period Not exceeding 15 days 3 days will be given to the selected Bidder to rectify the failure and clear the inspection, failing which, EdCIL reserves the right to cancel the Purchase Order and levy appropriate penalties in addition to the Liquidated Damages. EdCIL will Not be responsible for any costs associated with such rejection. The bidder will be responsible for all equipment supplied till they are delivered and commissioned at the designated warehouses. 2) We understand the PDI will be conducted at vendors warehouse, in India. Kindly confirm.	No Change in Tender Condition
237	HP Inc.	19.1	31	The successful Bidder shall facilitate and make available a random 5% sample of each equipment type being supplied by them for a Pre-dispatch Inspection (PDI) by a committee comprising of EdCIL/ MOEHR, TE&SR representatives . The PDI will be a key requirement prior to shipment of the equipment to Mauritius. As part of the preparation for PDI, the successful Bidder will provide to EdCIL PDI preparation report. The PDI will be carried out as per the list of parameters provided in Annexure XXI.	We understand the PDI will be conducted at vendors warehouse, in India. Kindly confirm.	Pls refer Annexure-1, para 4, point no.6 of pre-bid queries response document
238	HP Inc.	15	29	Delivery and commissioning of the goods at Mauritius should be made within a maximum of 65 days from the date of placement of purchase order.	We request to amend the period for delivery and commissioning to 90 days.	No Change in Tender Condition

S. No.	Organization	Section No.	Page No.	Clause as per RFP	Clarification Sought	Pre- Bid Query Response
239	HP Inc.	NIT NA	7 12	<p>1) Billing to be submitted to EdCIL India Ltd at the Indian Port at the time of dispatch of Tablets & other IT equipment. However, successful bidder shall be responsible for delivery of Tablets and all IT equipment at Mauritius to the Designated warehouse of MOE & HR, Mauritius as detailed elsewhere in this tender document.</p> <p>2) "Consignee" shall mean Ministry of Education and Human Resource, Republic of Mauritius and 278 primary schools under MOEHR, TE&SRHR, where the items are to be supplied, installed and commissioned.</p>	<p>We understand the delivery is to be made at four designated warehouses of MOE & HR, in Mauritius. Kindly confirm. Also please clarify, who will make the onward delivery/handover of the materials to the 278 primary schools.</p>	<p>Pls refer Annexure-1, para 4, point no.1 of pre-bid queries response document</p>

S. No.	Organization	Section No.	Page No.	Clause as per RFP	Clarification Sought	Pre- Bid Query Response
240	HP Inc.	NA 15	7 29	<p>1) Billing to be submitted to EdCIL India Ltd at the Indian Port at the time of dispatch of Tablets & other IT equipment. However, successful bidder shall be responsible for delivery of Tablets and all IT equipment at Mauritius to the Designated warehouse of MOE & HR, Mauritius as detailed elsewhere in this tender document.</p> <p>2) The bidder should submit the following documents to the EdCIL with a copy to the insurance company:</p> <p>x. 4 Copies of the Supplier invoice showing contract number, goods description, quantity unit price, total amount; xi. Acknowledgment of receipt of goods from the EdCIL; xii. Insurance Certificate if applicable;</p> <p>xiii. Manufacturer's/Supplier's warranty certificate; xiv. Inspection Certificate issued by the Nominated inspection agency, if any xv. Supplier's factory inspection report; and xvi. Certificate of Origin (if possible by the beneficiary); xvii. Two copies of the packing list identifying the contents of each package. The above documents should be received by the EdCIL before arrival of the Goods (except where the Goods have been delivered directly to the EdCIL with all documents) and, if Not received, the Supplier will be responsible for any consequent expenses.</p>	<p>We request for detailed discussion on the Mode of Shipment (air or sea), and the statutory requirements/process/documents for movement of the materials from Indian Port to Mauritius.</p>	<p>Pls refer delivery schedule and make necessary arrangements</p>

S. No.	Organization	Section No.	Page No.	Clause as per RFP	Clarification Sought	Pre- Bid Query Response
241	HP Inc.	23	32	As part of commissioning of the delivered equipment, the selected Bidder shall depute its technically qualified representative(s) to facilitate in the conduct of inspection of 100% of the delivered quantity in presence of the School representative(s) and Zonal representative(s) designated by the MOEHR, TE&SR. This inspection shall start immediately after delivery of the equipment to the warehouse(s). For commissioning, the inspection shall be done against the compliance checklist of the product features given in the RFP – Annexure XX	We understand the commissioning and acceptance will be done at the four designated warehouses (one for each zone) in Mauritius, and Not at the 278 schools. Kindly confirm.	Pls refer Annexure-1, para 4, point no.1 of pre-bid queries response document
242	HP Inc.	23.3	32	The equipment to be commissioned for a specific school shall be decided by MOEHR, TE&SR. MOEHR, TE&SR will arrange for at least one warehouse for each zone (total 4 zones) which are going to be the location of commissioning. The power supply, internet connectivity and necessary infrastructure for commissioning will be arranged by MOEHR, TE&SR. Until the equipment are handed over to respective school authorities, selected bidder will be solely responsible for the security of all the equipment.	We request below amendment, as the security of the warehouse will be under the Purchaser: "Until the equipment are handed over to respective school authorities, <u>Purchaser</u> selected bidder will be solely responsible for the security of all the equipment."	No Change in Tender Condition

S. No.	Organization	Section No.	Page No.	Clause as per RFP	Clarification Sought	Pre- Bid Query Response
243	HP Inc.	20	31	<p>1) The selected Bidder shall be responsible for acquiring comprehensive insurance including transit insurance, liability insurance and any other insurance for all the equipment till the delivery and commissioning at the respective delivery warehouses in Mauritius.</p> <p>2) All costs related to insurance shall be borne by the selected Bidder for goods supplied under the Agreement against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery etc. A copy of Insurance Certificate should be provided along with the delivery challan before shipping of the equipment.</p>	<p>1) We request below amendment as the materials will be under custody of the Purchaser after delivery: "The selected Bidder shall be responsible for acquiring comprehensive insurance including transit insurance, liability insurance and any other insurance for all the equipment till the delivery and commissioning at the respective delivery warehouses in Mauritius.</p> <p>2) HP is self-insured, and will provide self-insurance certificate to cover transit risks till delivery to the designated warehouses in Mauritius. Request your confirmation.</p>	No Change in Tender Condition
244	HP Inc.	24	32-33	<p>Against the commissioning of all the equipment for each school, the selected Bidder shall get a Commissioning Sign-off receipt for the school. In all likelihood, the Commissioning Sign-off receipt for a school shall be provided to the selected Bidder on the same day of successful commissioning of the equipment for that school. The bidder shall submit invoices along with the list of serial numbers of the equipment supplied for a particular School and corresponding Commissioning Sign-off receipt. The damaged/defective equipment, if any shall be taken back by the selected Bidder representative and the corresponding serial numbers shall Not be included in the serial number list enclosed with invoice, Nor will the cost of returned equipment reflect in the submitted invoice. The list of documents to be submitted to EdCIL after commissioning are provided in SLA</p>	<p>We understand the Commissioning certificate will be issued at the four designated warehouses of customer (Not at the 278 schools). Kindly confirm.</p>	Pls refer Annexure-1, para 4, point no.1 of pre-bid queries response document

S. No.	Organization	Section No.	Page No.	Clause as per RFP	Clarification Sought	Pre- Bid Query Response
245	HP Inc.	16 29.3.3.2	30 37	<p>1) If the delivery is Not made within the due date for any reason, the Committee will have the right to impose penalty 1% per week and the maximum deduction is 10% of the contract value / price. Once the maximum is reached, EdCIL has the right to terminate the contract without any liability to cancellation charges and encash the submitted performance guarantees.</p> <p>2) Penalty - A Penalty of 1% for first week, 2% per week for every subsequent week subject to a maximum of 10% of the relevant Milestone payment.</p>	There is a repetition of Penalty clause due to delay in delivery and commissioning in Page 30 Clause 16, and Page 37 Clause 29.3.3.2. We request to delete the penalty clause specified in Page 30 Clause 16.	No Change in Tender Condition
246	HP Inc.	29.3.3.2	37	<u>Penalty - A Penalty of 1% for first week, 2% per week for every subsequent week subject to a maximum of 10% of the relevant Milestone payment.</u>	<p>1) We understand the penalty will be calculated on the value of the undelivered products. Kindly confirm.</p> <p>2) We understand the below time periods will be excluded from the period for delivery and commissioning. Kindly confirm.</p> <ul style="list-style-type: none"> - time taken or any delay by Purchaser to complete the Pre-dispatch inspection before shipment - time taken or any delay by Purchaser to complete the commissioning at the designated warehouse 	No Change in Tender Condition

S. No.	Organization	Section No.	Page No.	Clause as per RFP	Clarification Sought	Pre- Bid Query Response
247	HP Inc.	29.3.3.2	37	<p>SLA's:</p> <p>i) Shipment of all the Tablets, projector & project screen, charging carts, Mac Pro Laptops and connected accessories at the Warehouse in Mauritius - Within 35 days of issuance of LOA.</p> <p>ii) Setting up of 4 Service Centres in 4 zones of Mauritius - Within 45 days of issuance of LOA</p> <p>iii) Commissioning of Tablets, projector & project screen, charging carts, Mac Pro Laptops and connected accessories to at all the designated warehouses of Mauritius for 278 primary schools - Within 65 days of issuance of LOA.</p>	<p>We request below amendment in the SLA's, as mentioned in Page 37, Clause 29.3.3.2:</p> <p>i) Shipment of all the Tablets, projector & project screen, charging carts, Mac Pro Laptops and connected accessories at the Warehouse in Mauritius - Within <u>65</u> 35 days of issuance of LOA</p> <p>ii) Setting up of 4 Service Centres in 4 zones of Mauritius - Within <u>60</u> 45 days of issuance of LOA</p> <p>iii) Commissioning of Tablets, projector & project screen, charging carts, Mac Pro Laptops and connected accessories to at all the designated warehouses of Mauritius for 278 primary schools - Within <u>90</u> 65 days of issuance of LOA.</p>	No Change in Tender Condition
248	HP Inc.	NIT	7	One year standard warranty followed by two years annual maintenance from the date of successful Commissioning & Handing over of IT equipment.	Kindly clarify if the Warranty will be Onsite or Carry-in?	Pls refer Annexure-1, para 4, point no.2 of pre-bid queries response document
249	HP Inc.	9.4	26	In addition, during the maintenance phase of the project the bidder shall also support in update of any content on all the tablets supplied under the contract.	<p>Kindly clarify on the support required for content. We request to remove this term, as the content is Not supplied by Vendor:</p> <p>"In addition, during the maintenance phase of the project the bidder shall also support in update of any content on all the tablets supplied under the contract."</p>	Pls refer Annexure-1, para 4, point no.4 of pre-bid queries response document

S. No.	Organization	Section No.	Page No.	Clause as per RFP	Clarification Sought	Pre- Bid Query Response
250	HP Inc.	26	33	The scope of post warranty support services will include preventive and corrective comprehensive maintenance and cover installation, diagnosis and resolution of hardware faults in response to the reported problems at the designated service centre. The selected bidder will also resolve all the hardware problems detected during routine operational support activities and will ensure that the problems are resolved within the defined SLAs including appropriate replacement and /or replenishment of systems and equipment as and when required.	Kindly clarify if the post warranty support will be onsite or carry in to nearest service centre?	Pls refer Annexure-1, para 4, point no.9 of pre-bid queries response document
251	HP Inc.	42	34	The Supplier is required to provide training to the designated EdCIL's technical and end user personnel to enable them to effectively operate the total equipment.	Kindly clarify on the details of the training requirement: - Number of trainings, and where trainings will be given. We assume the basic infrastructure, like room, furniture etc., will be provided by the Customer. Kindly confirm. - number of people in each training	Pls refer Annexure-1, para 4, point no.11 of pre-bid queries response document

S. No.	Organization	Section No.	Page No.	Clause as per RFP	Clarification Sought	Pre- Bid Query Response
252	HP Inc.	12 46, c	28 45	<p>1) In event of failure of supply of the item/equipment within the stipulated delivery schedule, the EdCIL has all the right to purchase the item/equipment from the other source on the total risk of the supplier under risk purchase clause.</p> <p>2) In the event the EdCIL terminates the Contract in whole or in part, the EdCIL should procure, upon such terms and in such manner, as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier should be liable to the EdCIL for any excess costs for such similar Goods or Services. However, the Supplier should continue the performance of the Contract to the extent Not terminated.</p>	<p>1) We request customer to provide a cure period of 30 days to vendor to take necessary corrective actions, before Purchaser can initiate any action on Risk Purchase.</p> <p>2) We request to limit the maximum liability of vendor in such a scenario to 10% of the value of undelivered products/services. Request your confirmation.</p>	No Change in Tender Condition

S. No.	Organization	Section No.	Page No.	Clause as per RFP	Clarification Sought	Pre- Bid Query Response
253	HP Inc.	40	43	<p>1) Payment</p> <ul style="list-style-type: none"> - 40% payment shall be made after pre-dispatch inspection of equipment by PDI committee and submission of signed inspection report to EdCIL. Payment will be made if items are found in good condition as per term and conditions mentioned in the RFP. - 50% payment shall be made on successful delivery and commissioning at Mauritius of all the equipment on submission of certificate by the authorized representative of EdCIL as per term and conditions mentioned in the RFP. - 10% payment shall be made after three months of successful commissioning and handing over of all the equipment at Mauritius. <p>2) Payment of AMC</p> <p>AMC payment shall be made on quarterly basis for 8 quarters (2 Years) from the date of successful completion of 1 (one) year standard warranty for all the equipment at the end of each quarter.</p> <p>3) Documents to be submitted for payment</p> <p>The bidder should submit the following documents to the EdCIL:</p> <ul style="list-style-type: none"> b. 2 Copies of the tax invoice showing contract number, goods description, quantity unit price, total amount. c. PDI Certificate issued by the Nominated inspection committee as applicable d. Commissioning report from EdCIL and MOEHR, TE&SR as applicable e. Insurance Certificate f. Manufacturer's/ Supplier's warranty certificate g. AMC certificate (Quarterly) as applicable 	<p>1) The RFP does Not specify a payment period. We request for payments to be released within a maximum of 30 days of submission of quarterly invoices by vendor. Kindly confirm.</p> <p>2) We understand that the bill submission and payments will be from a single centralized location. Kindly confirm the details of the Authority for Bill submission and Payment release.</p> <p>3) We request to release the balance 10% payments also on completion of delivery and commissioning, and against submission of the 10% Performance Security.</p>	<p>Bill would be submitted to EdCIL and payments will be released by EdCIL.</p>

S. No.	Organization	Section No.	Page No.	Clause as per RFP	Clarification Sought	Pre- Bid Query Response
254	HP Inc.	45	44	I. If any of the equipment supplied by the Bidder is found to be substandard, refurbished, un-merchantable or Not in accordance with the description/specification or otherwise faulty, the committee will have the right to reject the equipment or its part. The prices of such equipment should be refunded by the Bidder with 18% interest if such payments for such equipment have already been made.	We request below amendment: "I. If any of the equipment supplied by the Bidder is found to be substandard, refurbished, un-merchantable or Not in accordance with the description/specification or otherwise faulty, the committee will have the right to reject the equipment or its part, within a maximum period of 15 days from completion of delivery and commissioning of materials. The prices of such equipment should be refunded by the Bidder with 18% interest if such payments for such equipment have already been made."	No Change in Tender Condition
255	HP Inc.	52	46	Fall Clause The Bidder undertakes that the rates quoted by him in the financial bid for each item is Not higher than the rate offered by him for similar work to any other PSU/ AB/ Govt. Department. In case, if the price charged by bidder is more, EdCIL will have the right to recover the excess charged amount from the subsequent/unpaid bill of the supplier, provided all condition of the work including time, scope, logistics, specifications and country are same.	We request to remove this term, as a comparison of prices for IT services/products may be very difficult considering the nature of the trade. Every transaction has its uniqueness, be it technical requirements, terms of engagement, commercials etc. It is also Not possible to track and compare prices, under various unique terms and conditions, given to all customers across the country. Considering that this is a competitive bidding scenario where customer will have access to prices from various vendors, the clause in view of its impracticality should be deleted.	Pls refer Annexure-1, para 4, point no.12 of pre-bid queries response document
256	HP Inc.	NA	NA	Limitation of Liability - new clause proposed	We propose the addition of terms on Limitation of Liability: Vendors liability to Customer under this Agreement is limited to the value of the relevant Purchase Order. Neither Customer Nor HP will be liable for lost revenues or profits, downtime costs, loss or damage to data or indirect, special or consequential costs or damages.	No Change in Tender Condition

S. No.	Organization	Section No.	Page No.	Clause as per RFP	Clarification Sought	Pre- Bid Query Response
257	HP Inc.	Annexure XX	88	Mass storage capacity	32 GB instead of 16GB with atleast 8GB free space	No Change in Tender Specification
258	HP Inc.	Annexure XX	88	Battery Capacity/ Battery Autonomy Should have minimum 5000 mAh/Should have minimum 8 hours	We request you to kindly merge these points and allow us to give you a product with 8 hrs battery backup instead of battery rating.	No Change in Tender Specification
259	HP Inc.	Annexure XX	88	Water Resistance	To be removed - Students shall be using this in a closed environment hence it is Not necessary to have this. Also, this shall overshoot the price of a tablet.	Pls refer Annexure-1, Para 2 of pre-bid queries response document. Addendum-1 of Annexure-1 needs to be filled and submitted for compliance.
260	HP Inc.	Annexure XX	88	Drop Resistance	To be removed - We request you to kindly remove this specs or height mentioned as this shall get into a rugged tablet and can overshoot the budget.	No Change in Tender Specification
261	HP Inc.	Annexure XX	88	Additional Point - Both Tablet and Keyboard should be of same OEM make	We strongly suggest you to kindly have this point incorporated as designing and friendly usage can be seen with same OEM make keyboard.	No Change in Tender Specification
262	HP Inc.	Annexure XX	88	Additional Point - One USB port free while charging	It has been observed that students use lot many other peripherals while studying like mouse, printer, pen drive etc. Hence it is necessary to have ONE USB port free while charging of the tablets.	No Change in Tender Specification
263	HP Inc.	Annexure XX	88	EU ecolabel compliance	Clarification	This specification is not mandatory, it is for information only

S. No.	Organization	Section No.	Page No.	Clause as per RFP	Clarification Sought	Pre- Bid Query Response
264	HP Inc.	46	44&45`	<p>Termination for Default</p> <p>The EdCIL should, without prejudice to any other remedy for breach of contract, by EdCIL/PROC/EDLP-2017/TABLETS</p> <p>45</p> <p>written Notice of default sent to the Supplier, terminate the Contract in whole or part:</p> <p>I. If the Supplier fails to deliver any or all of the Goods within the period(s)specified in the order, or within any extension thereof granted by the EdCIL; or</p> <p>II. If the Supplier fails to perform any other obligation(s) under the Contract.</p> <p>III. If the Supplier, in the judgment of the EdCIL has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.</p> <p>IV. For the purpose of this Clause:</p> <p>a. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.</p> <p>b. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial Non-competitive levels and to deprive the Borrower of the benefits of free and open competition.</p>	<p>HP requests that upon termination, purchaser shall pay Bidder for all the products delivered and services rendered up to the effective date of termination.</p>	<p>No Change in Tender Condition</p>

S. No.	Organization	Section No.	Page No.	Clause as per RFP	Clarification Sought	Pre- Bid Query Response
265	HP Inc.	21	31	<p>1) The selected Bidder shall execute and furnish to EdCIL a Deed of Indemnity in favour of "EdCIL" in a form and manner acceptable to EdCIL, indemnifying EdCIL 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>a. Any negligence or wrongful act or omission by the selected Bidder or the selected Bidder's Team in connection with or incidental to this Agreement; or</p> <p>b. A breach of any of the terms of selected Bidder Bid as agreed, the RFP and this Agreement by the Bidder or the selected Bidder's Team.</p> <p>2) The indemnity shall be to the extent of 100% in favour of EdCIL.</p>	<p>We need clarity/confirmation that the language means the indemnity is capped at 100 % of the order value. HP requests for the inclusion of this language in place of the one highlighted in red. solely attributable to the bidder with regard to the scope under this RFP."</p>	No Change in Tender Condition
266	Leading Edge Communicati on Pvt. Ltd.	Chapter -2: Terms & Condi tions clause	22	<p>A. The Bidder (Consortium is Not allowed) should be registered under Companies Act, 1956 and 2013 in India and should have been in operation in India for at-least the last 5 years as on the date of submission of the bid.</p>	<p>After going through RFP we have realized that there is a Role of multiple OEM's eg. (Tablet , Charging Cart, Projector and Screen, Apple Macpro Laptop) and SI (System Integrator) who will be supplying , installing , loading content and integrating with other products and after that will provide sales support for warranty period and AMC period . .Therefore we request EdCIL to consider and allow consortium bidding.</p>	No Change in Tender Condition

S. No.	Organization	Section No.	Page No.	Clause as per RFP	Clarification Sought	Pre- Bid Query Response
267	Leading Edge Communication Pvt. Ltd.	Chapter -2: Terms & Conditions clause 7. Pre-qualification and Technical Qualification criteria	22	B. The Bidder should have executed at-least one Similar type of project of Supplying, Commissioning and Maintenance of Tablets of minimum quantity of 30,000 Nos. in India or Globally in any Govt. department/ institutes in the last three years as on date of submission of bid	Moreover tablet is a very basic end point in any IT environment. Restricting to only tablet orders as a pre qualifying requirements is unjustified. If someone has experience of setting up complex networked IT environment/data centres /ICT centers/desktops/laptops etc , that company will be more competent to handle such basic supply and support /logistics of just tablets. we request that the clause be amended to bidder OR THE OEM for whom the bidder is bidding should have executed at-least one Similar type of project of Supplying, Commissioning and Maintenance of any IT order(single order 35 crore ,2 orders 20cr , 3 order 14 cr each) comprising of tablets/desktops/laptops/thin client , Networking/wifi /data centre /ICT projects in India or Globally in any Govt. department/ institutes in the last five years as on date of submission of bid. Further the Manufacturer authorization form should clearly state that in case bidder is Not able provide support for any reason , OEM shall take the responsibility and uninterrupted support would be available.	Pls refer Annexure-1, para 1 of pre-bid queries response document

S. No.	Organization	Section No.	Page No.	Clause as per RFP	Clarification Sought	Pre- Bid Query Response
268	Leading Edge Communicati on Pvt. Ltd.		23	<p>The Bidder should have an average annual turnover of at least INR 150 Crores from IT/ ITES services during the last three financial years i.e. 2013-2014, 2014-2015 & 2015-16 with net profit and positive net-worth. Net-worth should be as per the definition mentioned in the section 2 (57) of Companies Act 2013.</p> <p>The Bidder should have a minimum average revenue of INR 50 Crores generated from hardware supply, commissioning and their associated maintenance services over the financial years 2013-2014, 2014-2015 & 2015-16.</p>	<p>This clause is very Stringent and restrict / disallowing fair participation of SME companies in this tender having vast experience in Supply , Installation , Testing Commissioning of IT hardware , software , networking in overseas projects awarded by MEA ,Govt. of India . As per Circular of Govt. Of India guidelines for PQR turnover Ref No : No. 12-02-1-CTE-6 Dated :17th December 2002 is as below :-</p> <p>i) Average Annual financial turnover during the last 3 years, ending 31st March of the previous financial year, should be at least 30% of the estimated cost. Please find attached PQR circular copy. We request EdCIL to look into it and amend this clause accordingly.</p>	No Change in Tender Condition
269	Leading Edge Communicati on Pvt. Ltd.	Chapter -2: Terms & Condi tions	25 &106	<p>K. Product Regulatory Compliance as per ICTA, Republic of Mauritius</p> <p>Declaration of Conformity or Test reports for the issuance of the Type approval certificates.</p>	<p>After declaration of conformity or test reports how Type approval certificate will be issued and please clarify it will be done by EdCIL or bidder.</p>	No Change in Tender Condition. Pls refer Annexure-1, para 4, point no. 5 of pre-bid queries response document
270	Leading Edge Communicati on Pvt. Ltd.	Chapter -2: Terms & Condi tions clause 9.4	26	<p>The Bidder shall also be responsible for loading and installing any bespoke application or educational content provided by MOEHR, TE&SR into the tablets before offering the same for Pre-Dispatch Inspection.</p>	<p>We recommend EdCIL should check compatibility issues during evaluation of the technical bid.</p>	Pls refer Annexure-1, para 4, point no. 4 of pre-bid queries response document

S. No.	Organization	Section No.	Page No.	Clause as per RFP	Clarification Sought	Pre- Bid Query Response
271	Leading Edge Communicati on Pvt. Ltd.	Chapter -2: Terms & Condi tions clause 9.6	27	EdCIL reserves the right to increase/ decrease supply the above items with a variance up to 25% of the quantities mentioned for the 1st year. In case of +/- variance of 25% being operated during the contract period, the quoted price along with related terms and conditions shall apply.	If quantity is decreased by 25% then price will be renegotiated or Not whether it will be downward or upward Not defined.	Price will be negotiated only for incremental quantum from +25% upto +50%
272	Leading Edge Communicati on Pvt. Ltd.	Chapter -2: Terms & Condi tions clause 29.3.3.2 Delivery Schedul e	27	Delivery Schedule :- 1.Shipment of all the Tablets, projector & project screen, charging carts, Mac Pro Laptops and connected accessories at the Warehouse in Mauritius Within 35 days of issuance of LOA. 2. Setting up of 4 Service Centres in 4 zones of Mauritius Within 45 days of issuance of LOA. 3. Commissioning of Tablets, projector & project screen, charging carts, Mac Pro Laptops and connected accessories to at all the designated warehouses of Mauritius for 278 primary schools. Within 65 days of issuance of LOA.	From the date of LOA 65 days for delivery, PDI and installation at 278 schools and setting up service center in 4 Zone is VERY less. EdCIL shall look into it and amend it to minimum 180 days from the date of confirm purchase order . Customer Confirmed PO is required by OEM's for login the order in their system.	No Change in Tender Condition
273	Leading Edge Communicati on Pvt. Ltd.	Chapter -2: Terms & Condi tions clause 39. Duties (Custom & Excise)	42	Suppliers should be entirely responsible for all applicable Duties (Custom & Excise) incurred until delivery of the contracted Goods to the Consignee. However Republic of Mauritius may provide exemption on some regulatory charges such as Tax customs etc. The information will be communicated to the selected vendor in due course of time for such incident	This is Ambiguous clause and has financial implications, we request EdCIL to clarify before tender submission date so we can submit our financial bid accordingly.	Pls refer Annexure-1, para 5 of pre-bid queries response document

S. No.	Organization	Section No.	Page No.	Clause as per RFP	Clarification Sought	Pre- Bid Query Response
274	Leading Edge Communicati on Pvt. Ltd.	Chapter -2: Terms & Condi tions clause 40. Paymen t	43	<p>I. Payment of supply of Tablet and related hardware equipment -</p> <p>i) 40% payment shall be made after pre-dispatch inspection of equipment by PDI committee and submission of signed inspection report to EdCIL. Payment will be made if items are found in good condition as per term and conditions mentioned in the RFP.</p> <p>ii) 50% payment shall be made on successful delivery and commissioning at Mauritius of all the equipment on submission of certificate by the authorized representative of EdCIL as per term and conditions mentioned in the RFP.</p> <p>iii) 10% payment shall be made after three months of successful commissioning and handing over of all the equipment at Mauritius.</p>	<p>We request EdCIL to consider</p> <p>I. Payment of supply of Tablet and related hardware equipment -</p> <p>i) 80% payment shall be made after pre-dispatch inspection of equipment by PDI committee and submission of signed inspection report to EdCIL. Payment will be made if items are found in good condition as per term and conditions mentioned in the RFP.</p> <p>ii) 20% payment shall be made on successful delivery and commissioning at Mauritius of all the equipment on submission of certificate by the authorized representative of EdCIL as per term and conditions mentioned in the RFP.</p>	No Change in Tender Condition
275	Leading Edge Communicati on Pvt. Ltd.	Chapter -2: Terms & Condi tions clause 43. Applicat ion Speciali st	44	The Bidder should mention in the Techno-Commercial bid the availability and names of Application Specialist and Service Engineers in the nearest regional office.	Please amend it to names of Application Specialist and Service Engineers in the nearest regional office should be given within 15 days of award of LOA/PO.	No Change in Tender Condition
276	Leading Edge Communicati on Pvt. Ltd.	Chapter -2: Terms & Condi tions clause Annexu re XX:	93	Projector Screen Suitable screen to accommodate the projection at all focal length (wall mounted)	Please confirm size required.	Pls refer Annexure-1, Para 3 of pre-bid queries response document. Addendum-2 of Annexure-1 needs to be filled and submitted for compliance.

S. No.	Organization	Section No.	Page No.	Clause as per RFP	Clarification Sought	Pre- Bid Query Response
277	Leading Edge Communicati on Pvt. Ltd.	FORM-1 SUMMARIY OF FINANCIAL BID	5	In terms of relevant MoU between entered into EdCIL and MOEHR, TE&SR, the Govt. of Mauritius has agreed to waive off or pay all the related domestic statutory taxes, port duties, levies and charges during the implementation of the project. Hence the price quoted should Not include these taxes and the same will Not be considered for inter-se merit and evaluation purpose.	Please confirm domestic statutory taxes, port duties, levies and charges during the implementation of the project will be waive off or payable by the bidder if any.	Pls refer Annexure-1, para 5 of pre-bid queries response document
278	Genus Infotech LLP	22	Eligibility Criteria Point - B	The Bidder should have executed at-least one Similar type of project of Supplying, Commissioning and Maintenance of Tablets of minimum quantity of 30,000 Nos. in India or Globally in any Govt. department/ institutes in the last three years as on date of submission of bid	We believe this should allow a same kind of mobility business and supplying of handhelds/ Devices for Govt/Private project. Also, minimum quantity of supplying tablet i.e. 300000 should allow collectively supplied in last three financial years OR minimum quantity of supplying tablet should be less from 30000 to Min. 10000 in single order. This will help us and other suppliers/OEMs to participate in this bid. And will also help you to get the competitive rates.	Pls refer Annexure-1, para 1 of pre-bid queries response document
279	Genus Infotech LLP	23	Eligibility Criteria Point - C	The Bidder should have an average annual turnover of at least INR 150 Crores from IT/ ITES/ services during the last three financial years i.e. 2013-2014, 2014-2015 & 2015-16 with net profit and positive net-worth. Net-worth should be as per the definition mentioned in the section 2 (57) of Companies Act 2013. The Bidder should have a minimum average revenue of INR 50 Crores generated from hardware supply, commissioning and their associated maintenance services over the financial years 2013-2014, 2014-2015 & 2015-16.	Request you to kind allow turnover from sale of Electronic Products also	No Change in Tender Condition

S. No.	Organization	Section No.	Page No.	Clause as per RFP	Clarification Sought	Pre- Bid Query Response
280	Genus Infotech LLP	25	Eligibility Criteria Point - I	<p>OEM Criteria OEM must be amongst the Top Five vendors in world wide shipment of "Ultramobile (Basic and Utility Tablets) category"/Desktop/Laptops in any of 2 quarters in the FY 2016 -17 in the Gartner report OR The OEM should be amongst the Top Five Tablet/Desktop/Laptops Vendors, in terms of Shipments or Market Share in any two Quarters of FY 2016-17 as per IDC report.</p>	Request to remove this clause "Top five vendors in the world" should be removed as it is creating the barriers for the Indian companies/OEMs to participate in this bid. Also as per Govt Norms and being a part of the open tender any such policy is Not applicable.	No Change in Tender Condition
281	Genus Infotech LLP	25	Eligibility Criteria Point - K	Product Regulatory Compliance as per ICTA, Republic of Mauritius.	Need detailed elaboration on this clause. Please clarify	Pls refer Annexure-1, para 4, point no. 5 of pre-bid queries response document
282	Genus Infotech LLP			Additional	MDM functionality should be inbuilt in the supplied products so that Tablets can be regulated	No Change in Tender Condition
283	Microsoft Indian Ocean Islands	7 - Section I	25	<p>OEM Criteria OEM must be amongst the Top Five vendors in worldwide shipment of "Ultramobile (Basic and Utility Tablets) category"/Desktop/Laptops in any of 2 quarters in the FY 2016 -17 in the Gartner report OR The OEM should be amongst the Top Five Tablet/Desktop/Laptops Vendors, in terms of Shipments or Market Share in any two Quarters of FY 2016-17 as per IDC report.</p>	OEM should be amongst the Top Ten market shareholder by volume in their respective primary market that they participate in and should be able to provide reports from Gartner, IDC or industry acknowledged reporting firm	No Change in Tender Condition

S. No.	Organization	Section No.	Page No.	Clause as per RFP	Clarification Sought	Pre- Bid Query Response
284	Microsoft Indian Ocean Islands	9.6	27	Scope/Duration of Project	"EdCIL reserves the right to increase/ decrease supply the above items with a variance up to 25% of the quantities mentioned for the 1st year." Can you clarify Project Scope, duration in number of years and expected longevity of the EDLP project in terms of quantities of devices to be ordered on a yearly basis by EdCIL	No Change in Tender Condition

S. No.	Organization	Section No.	Page No.	Clause as per RFP	Clarification Sought	Pre- Bid Query Response
285	Microsoft Indian Ocean Islands	Annexure XX	90	Latest version of any of the following: (Android/iOS/Windows).	<p>“Latest version of any of the following: (Android/iOS/Windows) Latest version released within 12 months on or after July 2016 of any of the following: (Android/ ios / Windows) with support for FREE Updates, and Operating System end of life support for a minimum period of 7 years starting July 2017.”</p> <p>Our latest version of Windows 10 in market is called Windows 10 Creators Update (Version 1703) and was released in April 2017 and is scheduled to be supported until the 14th October 2025. Fixes and Malware: Microsoft’s servicing model for our operating system Windows differs from our competitors and should be highlighted. Microsoft directly services Windows through a Windows Updates on a regular basis through our Update Lifecycle method where you can read more here: https://technet.microsoft.com/en-us/security/dn456534</p> <p>These updates include patch and security fixes, malware fixes as well as first party application fixes. In addition to this Microsoft Now provides Windows upgrade cadence motions biannually to devices installed with Windows 10 in so that they receive regular upgrades and features (hardware dependent) to the device keeping the devices up to date and secure and safe for their users especially in today’s modern work and learn PC environment where digital security is of utmost importance. .</p>	Pls refer Annexure-1, Para 2 of pre-bid queries response document. Addendum-1 of Annexure-1 needs to be filled and submitted for compliance.

S. No.	Organization	Section No.	Page No.	Clause as per RFP	Clarification Sought	Pre- Bid Query Response
286	Microsoft Indian Ocean Islands	Annexure XX	88	Min 16 GB of internal storage with at least 8 GB free space for storing learning contents	<p>Whilst Windows 10 supports 16GB storage as a minimum with compression technology introduced since Windows 8.1, Our recommendation is a minimum of 32 GB of internal storage with at least 8 GB free space for storing learner content. Depending on storage the users should expect to have left over capacity for their user files after OS, Content and Apps have been loaded. Based on Windows 10 Build 1607</p> <p>Source: https://docs.microsoft.com/en-us/windowshardware/manufacture/desktop/compact-os Windows 10 Minimum Specification Processor: 1 gigahertz (GHz) or faster processor or SoC RAM: 1 gigabyte (GB) for 32-bit or 2 GB for 64-bit *Hard disk space: 16 GB for 32-bit OS 20 GB for 64-bit OS Graphics card: DirectX 9 or later with WDDM 1.0 driver Display: 800x600</p>	No Change in Tender Specification
287	Microsoft Indian Ocean Islands	Annexure XX	90	The proposed licenses for antivirus with antimalware features should be valid for 3 years from the date of commissioning. This should be supported by documentary evidence	<p>Please Note that Windows 10 incorporates Windows Defender, the latest antivirus protection Windows Defender actively helps to protect any device by scanning for malware (malicious software), viruses, and security threats. Windows Defender uses real-time protection to scan everything that is downloaded or run on a device.</p> <p>Windows Update downloads updates for Windows Defender automatically to help keep devices safe and protect it</p>	Antivirus with Antimalware software provided should be valid for 3 years from the date of commissioning based on the Operating System

S. No.	Organization	Section No.	Page No.	Clause as per RFP	Clarification Sought	Pre- Bid Query Response
					from threats.	
288	Microsoft Indian Ocean Islands	Annexure XX	90	The tablet needs to be pre-loaded with basic text editing software, PDF Reader, ePUB Reader, audio player & recorder, video player & recorder and basic drawing tool. All the above software need to be Free.	“The tablet needs to be pre-loaded with basic text editing software, PDF Reader, ePUB Reader, audio player & recorder, video player & recorder and basic drawing tool with 3D effects, Class Notebook Tool for collaboration. All the above software needs to be provided with genuine licenses, and End-of-Life support for a period of 7 years from July 2017” Preloaded application should also be able to be recovered through the integrated operating system recovery method which should include all content and applications which can be recovered after a reset is performed	No Change in Tender Specification
289	Microsoft Indian Ocean Islands	Annexure XX	90	Must have free version of browser pre-installed in the tablet	“Must have free version of browser pre-installed in the tablet, and the browser should operate on Sandbox to avoid any cyber-attacks on the children devices ; the browser support Passport technology to authenticate securely to applications, websites and networks used within the primary school classrooms and avoid any kind of Phishing ; the browser can strictly de-activate any form of Ads appearing in the browsing sites ; Browser should automatically de-activate any un-savory extensions and must Not support any Notoriously troublesome browser extensions like ActiveX and VBScripts”	No Change in Tender Specification
290	Microsoft Indian Ocean Islands	Annexure XX	88	Display technology should be IPS/PLS LCD or LED or better	Replace LED with AMOLED\OLED	No Change in Tender Specification

S. No.	Organization	Section No.	Page No.	Clause as per RFP	Clarification Sought	Pre- Bid Query Response
291	Microsoft Indian Ocean Islands	Annexure XX	88	Should have multi-touch based input screen	Specify minimum number of points of touch as 5 to avoid supply of cheaper resistive touch solutions.	No Change in Tender Specification
292	Microsoft Indian Ocean Islands	Annexure XX	90	The stylus should be lace attached to the tablet computer	<p>Specification of Stylus type is missing and could include a capacitive pen (less than \$1) which just detects the location of the tip during its movement while writing or drawing. Basic limitation of a finger on a multi-touch screen and Not an ideal solution or experience.</p> <p>Recommendation: Active Stylus; The electronic components generate wireless signals that are picked up by a proprietary digitizer (https://en.wikipedia.org/wiki/Digitizer) and transmitted to its dedicated controller, providing data on pen location, thousands of levels of pressure and other functionalities. Additional features enabled by the active pen's electronics include palm rejection to prevent unintended touch inputs, and hover, which allows the computer to track the pen's location when it is held near, but Not touching the screen.</p> <p>Microsoft has a formal Microsoft Pen Protocol and design specification for hardware manufacturers wanting to make and provide a superior pen experience at an affordable price</p>	No Change in Tender Specification
293	Microsoft Indian Ocean Islands	Annexure XX	90	Project logo should be visible on casing and should appear on screen on starting of the tablet	Addition:Project logo should be visible on casing and should appear during ACPI BIOS POST (Power on Self-Test) stage as well as Operating system booting. Logo or selected wallpaper as default for all devices	No Change in Tender Specification

S. No.	Organization	Section No.	Page No.	Clause as per RFP	Clarification Sought	Pre- Bid Query Response
294	Microsoft Indian Ocean Islands	Not referen ced		BIOS	<p>Not reference is given to the security type or requirement of the BIOS type to be included.</p> <p>In a computer, the Advanced Configuration and Power Interface (ACPI) provides an open standard that operating systems can use to discover and configure computer hardware components, to perform power management by (for example) putting unused components to sleep, and to perform status monitoring. First released in December 1996, ACPI is designed to replace Advanced Power Management (APM), the Multiprocessor Specification, and the Plug and Play BIOS (PnP) Specification. ACPI brings the power management under the control of the operating system, as opposed to the previous BIOS-centric system that relied on platform-specific firmware to determine power management and configuration policies. The specification is central to the Operating System-directed configuration and Power Management (OSPM) system, an implementation for ACPI which removes device management responsibilities from legacy firmware interfaces via a UI.</p>	No Change in Tender Specification
295	Microsoft Indian Ocean Islands	Not referen ced		TPM – Trusted Platform Module	<p>Trusted Platform Module (TPM) is an international standard for a secure crypto processor, which is a dedicated microcontroller designed to secure hardware by integrating cryptographic keys into devices. TPM's technical specification was written by a computer industry consortium called Trusted Computing Group (TCG).</p>	No Change in Tender Specification

S. No.	Organization	Section No.	Page No.	Clause as per RFP	Clarification Sought	Pre- Bid Query Response
					International Organization for Standardization (ISO) and International Electro technical Commission (IEC) standardized the specification as ISO/IEC 11889 in 2009.	

Annexure-1

Key dates:

Document Download/ Sale End Date	28/07/2017
Last Date and Time for receipts of Bids	31/07/2017 up to 15:00 Hrs.
Date and Time of Opening of Technical Bids	31/07/2017 at 16:00 Hrs.

1. Pre-qualification and Technical Qualification criteria (RFP Page 22-23, Chapter-2 Clause-7)

#	Eligibility Criteria	Revised Criteria	Supporting documents to be submitted
B.	The Bidder should have executed at-least one Similar type of project of Supplying, Commissioning and Maintenance of Tablets of minimum quantity of 30,000 nos. in India or Globally in any Govt. department/ institutes in the last three years as on date of submission of bid	The Bidder/ OEM of the product should have executed at-least 1 Similar type of project of Supplying, Commissioning and maintenance of Tablets/ Laptops of minimum quantity of 30,000 nos. in India or Globally in any Govt. department/ Institutes/ Ministries/ PSU bodies in the last three years as on date of submission of bid	No change in the tender condition

Note: Rest of the Pre-qualification and Technical Qualification criteria remains unchanged.

2. Equipment Specification (RFP Page 82, Annexure XIX)

Tablet Specification		
Description	Original Specification	Revised Specification
Operating System	Latest version of any of the following: (Android/ iOS/ Windows)	Latest compatible version of any of the following: (Android/ iOS/ Windows)
Water Resistance	The Tablet Computer should be at least 100 cc water resistant (Documentary evidence to be submitted as part of the test report from the bidder)	The Tablet Computer should be water resistant (Documentary evidence to be submitted from the Bidder/ OEM of the product as per the certified abstract of the technical manual of OEM/ 3rd party testing agency)

Note: Rest of the technical specifications remains unchanged for Tablet. Bidder needs to fill up Addendum-1 of Annexure-1 of this document while submitting compliance.

3. Projector Specification (RFP Page 85-86, Annexure XIX)

Description	Original Specification	Revised Specification
Brightness	Minimum 3000 lumens	Minimum 3000 ANSI lumens (applicable for both color and white brightness)
Lamp power (in watts)		Lamp life should be minimum 4000 hours in normal operating mode.
Projector Screen	Suitable screen to accommodate	Suitable screen to accommodate the

	the projection at all focal length (wall mounted)	projection at all focal length (wall mounted) Screen size at least 6ft x 4Ft (White Screen)
Camera Lens		To be read as - Projector Lens.

Note: Rest of the technical specifications remains unchanged for Projector. Bidder needs to fill up Addendum-2 of Annexure-1 of this document while submitting compliance.

4. General Clarifications:

S. No.	RFP Clause	Clarification
1	RFP Page-7, Notice Inviting Tender- Purchaser and Place of delivery: Billing to be submitted to EdCIL India Ltd at the Indian Port at the time of dispatch of Tablets & other IT equipment. However, successful bidder shall be responsible for delivery of Tablets and all IT equipment at Mauritius to the Designated warehouse of MOE & HR, Mauritius as detailed elsewhere in this tender document. 2) "Consignee" shall mean Ministry of Education and Human Resource, Republic of Mauritius and 278 primary schools under MOEHR, TE&SRHR, where the items are to be supplied, installed and commissioned.	<ul style="list-style-type: none"> Tablet and other equipment delivery will be done to 4 warehouses in Mauritius. Commissioning will take place in the 4 warehouses. MoEHR will be responsible for onward delivery to schools. List of schools already provided. Mauritius is only approx. 2000 sq. km in surface area.
2	RFP Page-7, Notice Inviting Tender- On-site Warranty (including annual maintenance) One year standard warranty followed by two years annual maintenance from the date of successful Commissioning & Handing over of IT equipment.	<p>On-site Warranty (One year standard warranty followed by two years annual maintenance from the date of successful Commissioning & Handing over of IT equipment) for Projectors and Rack Chargers and</p> <p>Carry-in warranty (One year standard warranty followed by two years annual maintenance from the date of successful Commissioning & Handing over of IT equipment) for Tablets</p>
3	RFP Page 24, Chapter-2, 7 H- The Authorized Signatory signing the Bid on behalf of the Bidder - should have the Power of Attorney duly authorized by the Board of Directors to sign the Bid.	Power of Attorney duly signed by the Board of Directors in stamp paper as per revised format given in Addendum-3 of this document
4	RFP Page 26, Chapter-2, Clause-9.5-The Bidder shall also be responsible for loading and installing any bespoke application or educational content provided by MOEHR, TE&SR into the tablets before offering the same for Pre-Dispatch Inspection. In such a scenario, the content shall be provided before signing of the Agreement. In addition, during the maintenance phase of the project the bidder shall also support in update of any content on all the tablets supplied under the contract.	<ul style="list-style-type: none"> The contents will be provided by MoE/ EdCIL on a multiplatform basis. Bidders will be provided with the contents at time of evaluation for running on the tablets. File formats that will be provided are exe, apk, epub and html. Update of software is responsibility of bidder during maintenance period. Pedagogical content to be updated by MoEHR. Bidder is not required to update of any content on all the tablets during maintenance phase. The Bidder will be responsible for loading and installing any bespoke application or educational content provided by MOEHR, TE&SR/ EdCIL into the tablets before offering the same for Pre-Dispatch Inspection. In case the bidder provides any proprietary software or application with

		tablet then bidder shall be responsible to update it free of cost
5	RFP Page 27, Chapter-2, Clause 9.7- vi. The equipment supplied by the bidder must comply with ICTA Type Approval procedure of Govt. of Mauritius for all its equipment. ICTA type approval compliance details are mentioned in Annexure XXII	<ul style="list-style-type: none"> • Type approval by ICTA is for any device that emits radio frequencies. • Bidder's proposed products need to comply with ICTA specs mentioned in RFP. • Selected bidder need to obtain ICTA compliance from Mauritius.
6	RFP Page 31, Chapter-2, Clause 19- Pre Dispatch inspection (PDI) Site	<ul style="list-style-type: none"> • EdCIL's and/ or its representatives along with representative of MoE Mauritius would jointly conduct the PDI. • Bidder can offer the PDI on any port / site in India.
7	RFP Page 32, Chapter-2, Clause 22: Delivery at Mauritius- All the equipment to be supplied must be shipped by the selected Bidder in a single lot as per the timelines given thereunder, to the designated warehouses in Mauritius.	Delivery in multiple lots is allowed as long as whole lot is delivered in Mauritius within 65 days from award of contract
8	RFP Page 32, Chapter-2, Clause 23.3- The equipment to be commissioned for a specific school shall be decided by MOEHR, TE&SR. MOEHR, TE&SR will arrange for at least one warehouse for each zone (total 4 zones) which are going to be the location of commissioning. The power supply, internet connectivity and necessary infrastructure for commissioning will be arranged by MOEHR, TE&SR. Until the equipment are handed over to respective school authorities, selected bidder will be solely responsible for the security of all the equipment	<ul style="list-style-type: none"> • MOEHR, TE&SR will give complete control of warehouses to the selected bidder. • Bidder need to take care of security of the warehouses. • Bidders will be responsible for goods until full commissioning is completed. • Earthing and appropriate infrastructure for internet will be provided by MOEHR, TE&SR in the warehouses.
9	RFP Page-36, Chapter-2, Clause 26- The scope of post warranty support services will include preventive and corrective comprehensive maintenance and cover installation, diagnosis and resolution of hardware faults in response to the reported problems at the designated service centre. The selected bidder will also resolve all the hardware problems detected during routine operational support activities and will ensure that the problems are resolved within the defined SLAs including appropriate replacement and /or replenishment of systems and equipment as and when required.	<ul style="list-style-type: none"> • Onsite warranty for Projectors and Rack Chargers, • Carry-in warranty for Tablets • Service Centre set up to be done in each zone as per RFP terms and conditions
10	RFP Page 41, Chapter-2, Clause 30- iii. In the case of a dispute between the EdCIL and a Foreign Supplier, the dispute should be settled by arbitration in accordance with provision of sub-clause (i) & (ii) above. But if this is Not acceptable to the supplier then the dispute should be settled in accordance with provisions of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules	This clause stands deleted
11	RFP Page 42, Chapter-2, Clause 34- Training: The Supplier is required to provide training to the designated EdCIL's technical and end user personnel to enable them to effectively operate the total equipment.	Supplier to carry out at least 2 trainings in training venue with room and furniture to be provided. Maximum 125 persons to be trained for operating the equipment in Mauritius.
12	RFP Page 46, Chapter-2, Clause 46- The	The Bidder undertakes that the rates quoted

	Bidder undertakes that the rates quoted by him in the financial bid for each item is not higher than the rate offered by him for similar work to any other PSU/ AB/ Govt. Department. In case, if the price charged by bidder is more, EdCIL will have the right to recover the excess charged amount from the subsequent/unpaid bill of the supplier, provided all condition of the work including time, scope, logistics, specifications and country are same.	by him in the financial bid for each item will not be higher than the rate offered by him for similar work to any other PSU/ AB/ Govt. Department. In case, if the price charged by bidder is more, EdCIL will have the right to recover the excess charged amount from the subsequent/unpaid bill of the supplier, provided all condition of the work including time, scope, logistics, specifications and country are same.
13	RFP Page 63, Annexure XII: Proforma Pre Contract Integrity Pact	Pls refer Addendum-4 of this document
14	RFP Page 33-34, Clause 27- The selected Bidder shall open its own service centre or may authorize a local partner to operate a service center center in at least one (1) location in each of the 4 zones in Mauritius where the 278 primary schools are located, as specified in the Annexure - XXIII. In case the Bidder has no presence in above mentioned locations, he/she shall establish the same within 45 calendar days from the date of award of contract. As soon as the service centre is set up, the selected Bidder shall get it certified by MOEHR, TE&SR / EdCIL officials. However, the responsibility of providing satisfactory services solely remain with the selected bidder.	The selected Bidder/ OEM of the product shall open its own service centre or may authorize a local partner to operate a service center center in at least one (1) location in each of the 4 zones in Mauritius where the 278 primary schools are located, as specified in the Annexure - XXIII. In case the Bidder has no presence in above mentioned locations, he/she shall establish the same within 45 calendar days from the date of award of contract. As soon as the service centre is set up, the selected Bidder shall get it certified by MOEHR, TE&SR / EdCIL officials. However, the responsibility of providing satisfactory services solely remain with the selected bidder.
15	Electrical Standards-Should be compliant with British BS 1363	BS 1363 is required as this is the standard in Mauritius.

5. Reference: FINANCIAL BID DOCUMENT-

Original Condition	Revised Condition
<p>RFP Page 5, Note- vi) In terms of relevant MoU between entered into EdCIL and MOEHR, TE&SR, the Govt. of Mauritius has agreed to waive off or pay all the related domestic statutory taxes, port duties, levies and charges during the implementation of the project. Hence the price quoted should not include these taxes and the same will not be considered for inter-se merit and evaluation purpose.</p>	<p>In terms of relevant MoU between entered into EdCIL and MOEHR, TE&SR, the Govt. of Mauritius has agreed to reimburse all the related domestic statutory taxes, port duties, levies and charges during the implementation of the project to EdCIL. EdCIL will reimburse the same to the supplying agency after receiving the reimbursement from MOEHR, TE&SR, Govt. of Mauritius. Hence the price quoted should not include these taxes and the same will not be considered for inter-se merit and evaluation purpose.</p>

Note: Rest of the terms and conditions remains unchanged.

Note: The Pre-Bid queries response, Corrigendum, addendum are the part of tender documents and Bidders are supposed to upload the same, duly signed as per the guidelines given in the tender document.

ADDENDUM-1(TO BE FILLED AND SUBMITTED INSTEAD OF ANNEXURE OF ORIGINAL RFP)

Tablet Specification Compliance

Tablet Specification		
Description	Specification	Compliance
Release date of the Tablet Computer	Release date should not be more than 1 year from the date of submission of the bid.	
Processor Core	At least 4	
Processor Speed	At least 1.2 GHz	
RAM capacity	Min 2 GB for tablet	
Mass Storage Capacity (Internal)	Min 16 GB of internal storage with at least 8 GB free space for storing learning contents.	
Micro SD card slot	The tablet should have Micro SD card slot	
Blank Micro SD card	Minimum 16 GB	
Bluetooth	Version 4.0 or above	
WiFi	Need to be compliant with Wi-Fi 802.11 a/b/g/n standards	
Support Dual Band	Should support dual band 2.4 GHz and 5 GHz	
Security	Ability to be secured with at least WPA/WPA2	
Display Technology	Display technology should be IPS/PLS LCD, LED or better	
Screen size	9.5 inches to 11 inches	
Screen to body ratio	70% or better	
Resolution	Minimum 1280 x 800 px	
Multi-touch based input on screen	Should have multi-touch based input screen	
Battery Capacity (mAh)	Should have minimum 5000 mAh	
Battery Autonomy (in hours)	Should have minimum 8 hours	
Per 100 % charge	Should have minimum 8 hours	
Video Streaming at 100 % charge	Should be able to operate for minimum 2 hours	
Web Browsing at 100 % charge	Should be able to operate for minimum 3 hours	
e-book reading at 100 % charge	Should be able to operate for minimum 4 hours	

Built in Speakers	Tablet must have built in speakers	
Built-in Microphone	Tablet must have built in microphone	
Integrated Camera	Minimum 5 MegaPixel for Main camera	
Headsets (not ear plug type)	<ul style="list-style-type: none"> • Stereo for both right and left channels • (not Monaural) • Microphone input not needed • Wired with standard cable of 60 cm • No volume control needed • 3.5 mm L-Shape jack entry for headset • Adjustable headband for kids • Spongy ear-pots, not on-ear model • Single piece plastic housing, use of metal assembles is not recommended • Simple and classic headphone model 	
Detachable tablet keyboard with dock station	The keyboard should not require additional charging	
Tablet Charging	It is mandatory to have the tablet along with keyboard can be placed together in rack charger for charging	
Distinction between Teacher's and Student's tablet	There should be some identification (e.g. tablet color, logo or any distinguishing mark) that will distinguish teacher's tablet and student's tablet visually	
Stylus	The stylus should be lace attached to the tablet computer	
Serial Number	Serial number of the tablet should be visible on casing	
Project Logo	Project logo should be visible on casing and should appear on screen on starting of the tablet	
Operating System	Latest compatible version of any of the following: (Android/ iOS/ Windows)	
Documentation language for softwares and user manuals	English	
Antivirus with Antimalware features	The proposed licenses for antivirus with antimalware features should be valid for 3 years from the date of commissioning. This should be supported by documentary evidence.	
Browser	Must have free version of browser pre-installed in the tablet	
Classroom Management Software	Free version of CMS need to be pre-loaded in the tablet	
Preloaded Applications	The tablet needs to be pre-loaded with basic text editing software, PDF Reader, ePUB Reader, audio player & recorder, video player & recorder and basic drawing tool. All the above software need to be free.	

Learning Content	Each tablet need to be pre-loaded with learning content (approximately 8 GB). The learning content will be provided by MOEHR, TE&SR in a DVD.	
Drop Resistance	The Tablet excluding the cover should be at least 50 cm drop resistant (Documentary evidence to be submitted from the Bidder/ OEM of the product as per the certified abstract of the technical manual of OEM/ 3rd party testing agency)	
Water Resistance	The Tablet Computer should be water resistant (Documentary evidence to be submitted from the Bidder/ OEM of the product as per the certified abstract of the technical manual of OEM/ 3rd party testing agency)	
Tablet Stand	The tablet should be provided with the ability to be positioned vertically on a table. This can be through an external or internal component.	
There should be shock proof protecting cover which covers the front and back of the tablet.	The shock proof protecting cover and the tablet stand can come as integral component or as separate external component.	
Tablet Charging	Charging of Tablet Computer should be feasible with the cover on Tablet Charging Cart/Cabinet.	
Screen Protection	There should be tamper proof glass on tablet screen	
ISO 9001 :2008 certification	The tablet should comply with ISO 9001:2008 certification.	
Tablet Charging	Charging of Tablet Computer to be done using the Tablet Charging Cart/Cabinet	
Electrical Standards	Should be compliant with British BS 1363	
EPEAT Registration	(Indicate EPEAT level, if yes)	
Energy Star rating		
EU Ecolabel compliance	State whether product is compliant with EU Ecolabel. If yes, specify type.	
Other features proposed by supplier		

ADDENDUM-2(TO BE FILLED AND SUBMITTED INSTEAD OF ANNEXURE OF ORIGINAL RFP)

Projector Specification Compliance

Projector Specification		
Description	Specification	Compliance
Display type	LCD /DLP	
Brightness	Minimum 3000 ANSI lumens (applicable for both color and white brightness)	
Native resolution (Horizontal x Vertical)	Minimum 1024 x 768	
Wired connectivity (the wire/cable provided with the projector should be able to connect with the tablet).	Must include standard cabling and accessories for set up.	
Maximum Resolution Supported		
Lamp type (metal halide, etc.)		
Lamp power (in watts)	Lamp life should be minimum 4000 hours in normal operating mode.	
Lamp user replaceable (Yes/No)		
Projection Distance/Throw Distance		
Screen Coverage		
Remote Control		
Computer/Laptop/Tablet Compatibility		
Video Compatibility (NTSC, PAL, SECAM)		
Stereo Sound System		
Speaker		
Dimensions (L*W*H)		
Weight		
Ceiling Mounted and relevant standard accessories (Extensible Rod and other fixtures for ceiling mounting)	The rod should be extensible from 1 foot up to 3 feet. There should be provision of rotating/tilting.	
Projector Screen	Suitable screen to accommodate the projection at all focal length (wall mounted) Screen size at least 6ft x 4Ft (White Screen)	
Power Supply	Input voltage - 230 V +/- 6%	
Electrical Connections and Accessories	British BS 1363 compliant	
Projector Lens		
Other Features		

ADDENDUM-3(TO BE FILLED AND SUBMITTED INSTEAD OF ANNEXRE-VIII OF ORIGINAL RFP)

POWER OF ATTORNEY

FORMAT FOR POWER OF ATTORNEY FOR AUTHORISED SIGNATORY OF SINGLE ENTITY

(To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant stamp Act. The stamp paper to be in the name of the company who is issuing the power of Attorney)

POWER OF ATTORNEY*

Know all men by these presents, we (Name of company with address of the registered office) do hereby constitute, appoint and authorize Mr./Ms. (name and residential address who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to "Supply, Commissioning and Maintenance of Tablets with related Hardware at Primary Schools under EDLP project in Republic of Mauritius Project" -----

----- including signing and submission of all documents and providing information/ responses to Chief General Manager, EIS & EPS, EdCIL (India) Limited, -----representing us in all matters, dealing with EdCIL (India) Limited in all matters in connection with our bid for the said project. We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this the day of 2017

(Signature of authorized Signatory)

(Signature and Name in Block letters of Signatory) Seal of Company

Witness:

1. (Signature, name and address)

2. (Signature, name and address)

Notarized

Accepted

.....

(Signature, name, designation, and address of the attorney)

***Notes:**

- To be executed by Single entity where the competence of the authorized signatory is not supported by a Board Resolution or General Power of Attorney for such acts (copy of Board Resolution/GPA to be attached).
- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant (s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

ADDENDUM-4 (TO BE FILLED AND SUBMITTED INSTEAD OF ANNEXRE-XII OF ORIGINAL RFP)

Proforma Pre Contract Integrity Pact

GENERAL

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on ___ day of the month of 2017, between, on one hand, acting through Shri/Smt. _____, Designation, EdCIL (India) Limited (hereinafter called the "Purchaser"/ "EdCIL" interchangeably, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part

AND

M/s _____ represented by Shri _____, Chief Executive Officer (hereinafter called the "BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the EdCIL proposes to procure **equipment and services** towards "Supply, Commissioning and maintenance of Tablets with related Hardware at Primary Schools under EDLP project in Republic of Mauritius" For its clients and BIDDER/Seller is willing to offer the said services and related items as referred to in the Bid document No. / 2017 Dated 2017.

WHEREAS the BIDDER is a private company /public company / Government undertaking / partnership / registered expert agency, constituted in accordance with the relevant law in the matter and the EdCIL is a Public Sector Undertaking under Ministry of Human Resource Development performing its functions.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence / prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:

Enabling the EdCIL to obtain the desired **equipment and services** as referred to in the Bid document No. dated2017 at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the EdCIL will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

1. Commitments of the EdCIL

- 1.1 The EdCIL undertakes that no official of the EdCIL, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the EdCIL will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the EdCIL with full and verifiable facts and the same is prima facie found to be correct by the EdCIL, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings shall be initiated by the EdCIL and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the EdCIL the proceedings under the contract would not be stalled.

3. **Commitments of Bidders**

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:

3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the EdCIL, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the EdCIL or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.

3.3 Bidders shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

3.5 The BIDDER further confirms and declares to the EdCIL that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the EdCIL or any of its functionaries, whether officially or unofficially to the award to the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation, as the case shall be for satisfactory performance of the proposed terms of Bidder.

3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the EdCIL or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the EdCIL as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also

undertakes to exercise due and adequate care lest any such information is divulged.

3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the EdCIL, or alternatively, if any relative of an officer of the EdCIL has financial interest / stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of Bid.

3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the EdCIL.

4. PREVIOUS TRANSGRESSION

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this integrity pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the bid process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject. BIDDER can be disqualified from the Bid process or the contract, if already awarded, can be terminated for such reason.

5. EARNEST MONEY DEPOSIT & PERFORMANCE SECURITY

5.1 While submitting Technical bid, the BIDDER shall deposit an amount of Rs. 1,25,00,000/- (One crore Twenty five Lakhs Only) as Earnest Money with the EdCIL through Bank Guarantee or Account Payee Bank Draft or a Pay Order in favour of EdCIL (India) Limited.

5.2 The instrument for Performance Security made shall be valid up to the specified period and the bidder shall be liable to keep the said instrument valid for such extended period as the case shall be for satisfactory performance of the terms of Bidder above referred till the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the EdCIL, including warranty period, whichever is later.

5.3 The successful bidder should be required to deposit Performance Bank Guarantee equivalent to 10% of contract value to EdCIL within 7 days from the date of receipt of Work Order. The Performance Bank Guarantee should be issued by a nationalized/ scheduled bank in favour of "EdCIL (India) Limited" to be valid for a period of 90 days beyond the date of completion of Contract period. This Performance Bank Guarantee should be retained throughout the currency of the contract and should be extended by the bidder from time to time, as required by EdCIL

5.4 No interest shall be payable by the EdCIL to the BIDDER on Earnest Money Deposit for the period of its currency.

6. SANCTIONS FOR VIOLATIONS

1.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the EdCIL to take all or any one of the following actions, wherever required:

- i. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
 - ii. The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit / Performance Bond (Bank Guarantee) (after the contract is signed) shall stand forfeited either fully or partially, as decided by the EdCIL and the BUYER (EdCIL) shall not be required to assign any reason therefore.
 - iii. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - iv. To recover all sums already paid by the EdCIL, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR as the case shall be. If any outstanding payment is due to the BIDDER from the EdCIL in connection with any other contract for any other stores or on any account whatsoever and by whatsoever name called, such outstanding payment could also be utilized to recover the aforesaid sum and interest thereto.
 - v. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the EdCIL, along with interest.
 - vi. To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the EdCIL resulting from such cancellation/rescission and the EdCIL shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
 - vii. To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which shall be further extended at the discretion of the EdCIL.
 - viii. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
 - ix. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the EdCIL with the BIDDER, the same shall not be opened.
 - x. Forfeiture by way of encashment of Performance Bond in case of a decision by the EdCIL to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 1.2 The EdCIL will be entitled to take all or any of the actions mentioned at Para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of any offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
 - 1.3 The decision of the EdCIL to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, an Independent Monitor(s) shall be appointed by EdCIL, in case of breach of the provisions of the pact.

7. INDEPENDENT MONITORS

- 1.1 An Independent monitor (s) shall be appointed by EdCIL, in case of breach of the provisions of the pact.
- 1.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 1.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

- 1.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project / procurement, including minutes of meetings.
- 1.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the EdCIL.
- 1.6 The BIDDER(s) accept that the Monitor has the right to access without restriction to all Project documentation of the EdCIL including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub-bidders. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Sub-bidder(s) with confidentiality.
- 1.7 The EdCIL will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 1.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the EdCIL / BIDDER and, shall the occasion arise, submit proposals for correcting problematic situations.

8. FACILITATION OF INVESTIGATION

In case of any allegation of violation of any provisions of this Pact or payment of commission, the EdCIL or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

9. LAW AND PLACE OF JURISDICTION

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the EdCIL.

10. OTHER LEGAL ACTIONS

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that shall follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

11. VALIDITY

1.9 The validity of this Integrity Pact shall be governed by the terms of the Bid No. EdCIL/PROC/-2017/IT-EQP-1/1 towards complete execution of the contract to the satisfaction of both the EdCIL and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract awarding the Bidder with successful bidder.

1.10 Shall one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

12. The parties hereby sign this Integrity Pact at _____ on _____.

EdCIL (India) Limited
Name of the Officer :
Designation:

BIDDER
CHIEF EXECUTIVE OFFICER

Witness:

1. _____

2. _____

Witness

1.

2. _____

(The Pre Contract Integrity Pact shall be modified based in line with the conditions of the Bid Documents).