

Tender for Supply and Commissioning of Laptop Computers
Tender reference: ELCOT/PID/ICB/LTC/PIII/2013-14



Government of Tamil Nadu

Supply and Commissioning of Laptop Computers throughout the State of Tamil Nadu

International Competitive Bidding (ICB)

Tender Reference:
ELCOT/PID/ICB/LTC/PIII/2013-14
Advertised on 20/07/2013

Tender Document

ELCOT
Adding Value through IT

Electronics Corporation of Tamil Nadu Limited

MHU Complex, II Floor,
692, Anna Salai, Nandanam,
Chennai-600 035

TABLE OF CONTENTS

A. Tender Notice	8
B. Checklist for Enclosures	9
C. Tender Data Sheet	11
1. Introduction.....	12
2. Tender Eligibility Criteria	13
3. Terms and Conditions.....	18
3.1 General Instructions	18
3.2 Language of the Bids	19
3.3 Bid Currency	19
3.4 Minimum Quantity to be Bid	19
3.5 Letter of Authorisation.....	20
3.6 Clarifications and Amendments.....	20
3.7 Cost of Bidding	21
3.8 Tender Document Fee	21
3.9 Earnest Money Deposit (EMD).....	21
3.10 Sample Laptop Computer Testing.....	22
3.10.1 Testing Agency.....	22
3.10.2 Test Standard	23
3.10.3 Submission of samples for testing	23
3.10.4 Test Report.....	23
3.10.5 Test Report Evaluation	23
3.10.6 Supply Criteria	24
3.11 Bid Preparation and Submission	24
3.11.1 Technical Bid Cover (Envelope-A)	24
3.11.2 Price Bid (Envelope-B).....	25
3.11.3 Outer Cover	27
3.12 Mode of Submission of Bids.....	27
3.13 Modification and withdrawal of Bids	27
3.14 Technical Bid Opening	28
3.15 Tender Validity	28
3.16 Scrutiny during Tender opening	28
3.17 Contacting Tender inviting Authority	29
3.18 Suppression of facts/ misleading information	29
3.19 Technical Bid Evaluation	30
3.20 Factory Inspection.....	31
3.21 Price Bid Evaluation	31
3.22 Negotiation and Award of Tender.....	32
3.23 Rejection of Tender of banned Tenderer	32
3.24 Acceptance of the Tender	33
3.25 Letter of Acceptance (LOA).....	33
3.26 Security Deposit (SD).....	33
3.27 Execution of Agreement.....	34
3.28 Release of Purchase Order.....	34

Tender for Supply and Commissioning of Laptop Computers
Tender reference: ELCOT/PID/ICB/LTC/PIII/2013-14

3.29	Refund of EMD	34
3.30	Returning the sample Laptop Computer.....	35
3.31	Refund of SD	35
3.32	Liquidated Damages (LD)	35
3.32.1	<i>LD for non-fulfilment of Delivery Schedule</i>	35
3.32.2	<i>LD for non-fulfilment of SLA</i>	36
3.32.3	<i>LD for misuse of Logo</i>	36
3.32.4	<i>Total LD applicable</i>	36
3.33	Termination of Contract	36
3.33.1	<i>Termination for default</i>	36
3.33.2	<i>Termination for Insolvency</i>	37
3.33.3	<i>Termination for Convenience</i>	37
3.34	Force Majeure.....	38
3.35	Arbitration	38
4.	Scope of Work	39
4.1	Technical Specification	39
4.1.1	<i>Laptop Computer Specification</i>	39
4.1.2	<i>Backpack Specification</i>	41
4.2	Items and Quantity to be supplied.....	41
4.3	Establishing Local office in Chennai.....	41
4.4	Production planning	41
4.4.1	<i>Standardising the components</i>	41
4.4.2	<i>Traceability Identification</i>	42
4.4.3	<i>Laptop Serial Number</i>	42
4.5	Production of Laptop Computers.....	43
4.6	Pre-despatch inspection.....	43
4.6.1	<i>For the Laptop Computers Manufactured in India</i>	43
4.6.2	<i>For the Laptop Computers manufactured out side India</i>	44
4.7	Lot submission for Inspection and Testing	45
4.8	Packing	46
4.9	Delivery of Laptop Computers.....	47
4.10	Delivery Schedule	48
4.11	Coordination for field acceptance.....	48
4.11.1	<i>Sample inspection</i>	48
4.11.2	<i>Demonstration of Laptop Computer</i>	49
4.11.3	<i>Exclusivity</i>	49
4.11.4	<i>Acceptance signoff</i>	49
4.12	Warranty Period.....	50
4.13	Service Centres	51
4.14	Call centre set up	52
4.15	Service Level Agreement (SLA)	53
4.16	Online supply status entry	54
4.17	Exit Clause.....	54
5.	Payment Terms.....	55
	Annexure-1 Bidder's Covering Letter	56
	Annexure-2 Undertaking for Quantity offered in the Tender	58
	Annexure-3 Sample laptop computer Test Report	59

Tender for Supply and Commissioning of Laptop Computers
Tender reference: ELCOT/PID/ICB/LTC/PIII/2013-14

Equipment Used	59
Valid up to.....	59
Annexure-4 Bank Guarantee Format	67
Annexure-5 Model Form of Contract.....	69
Technical Bid (Envelope-A)	81
T1. Profile of the Bidder(s)	82
T2. EMD Amount.....	82
T3. Sample Laptop Computer Test Report.....	83
T4. Submission of Sample Laptop Computer to ELCOT	83
T5. Authorisation letter/Power of Attorney	83
T6. Consortium Agreement	83
T7. Compliance with Eligibility Criteria.....	84
T8 Existing Service Centres in Tamil Nadu if any.....	85
T9. A full set of Tender Document signed and stamped.....	86
Price Bid (Envelope-B).....	87

Important Notice

This Tender process is governed by The Tamil Nadu Transparency in Tenders Act 1998 and The Tamil Nadu Transparency in Tenders Rules 2000 as amended from time to time.

In case of any conflict between the terms and conditions in the tender document and the Tamil Nadu Transparency in Tenders Act 1998 and the Tamil Nadu Transparency in Tenders Rules 2000, the Act and Rules shall prevail.

Tender for Supply and Commissioning of Laptop Computers
Tender reference: ELCOT/PID/ICB/LTC/PIII/2013-14

Acronyms used in this document

1.	AMD	Advanced Micro Devices
2.	USB	Universal Serial Bus (USB) is a specification to establish communication between devices and a host controller (usually a personal computer), which has effectively replaced a variety of earlier interfaces such as serial and parallel ports.
3.	RJ-45	RJ45 is a type of registered jack. As a registered jack, telephone RJ45 specifies the physical male and female connectors as well as the pin assignments of the wires in a telephone cable.
4.	10/100 LAN	10/100 refers to Ethernet adapters or switch ports that support three different transfer rates on the same port. The three speeds supported are 10BASE-T, 100BASE-TX, running at 10 Mbit/s, and 100 Mbit/s, respectively
5.	Li-Ion	A lithium-ion battery (sometimes Li-ion battery or LIB) is a family of rechargeable battery types in which lithium ions move from the negative electrode to the positive electrode during discharge, and back when charging.
6.	ROHS	Restriction of Hazardous Substances Directive or RoHS. This directive restricts the use of six hazardous materials in the manufacture of various types of electronic and electrical equipment Lead (Pb), Mercury (Hg), Cadmium (Cd) Hexavalent chromium (Cr ⁶⁺) Polybrominated biphenyls (PBB) Polybrominated diphenyl ether (PBDE)
7.	CST	Central Sales Tax
8.	EMD	Earnest Money Deposit
9.	ERP	Enterprise Resource Planning
10.	ERTL	Electronics Regional Test Laboratories
11.	ETDC	Electronics Testing and Development Centre
12.	FIPB	Foreign Investment Promotion Board
13.	ICB	International Competitive Bidding
14.	IEM	Industrial Entrepreneur Memorandum
15.	INR	Indian Rupee
16.	IVR	Interactive Voice Response
17.	LD	Liquidated Damages
18.	ML	Manufacturing License
19.	OEM	Original Equipment Manufacturer
20.	RBI	Reserve Bank of India
21.	SD	Security Deposit
22.	SLA	Service Level Agreement
23.	STQC	Standardisation, Testing and Quality Control
24.	TNVAT	Tamil Nadu Value Added Tax
25.	USD	US Dollar



Tender for Supply and Commissioning of Laptop Computers
Tender reference: ELCOT/PID/ICB/LTC/PIII/2013-14

Definitions

1.	Purchaser	Purchaser means the ELCOT who is the procurement agency on behalf of the Government of Tamil Nadu.
2.	Institution	Institution means Government Schools, Government Aided Schools and Government Colleges where the laptop computer supply shall be made.
3.	Head of Institution	Head of Institution means the Head Master, Head Mistress, Principal or whomsoever is heading the Institutions
4.	ELCOT	Procurement agency on behalf of Government of Tamil Nadu
5.	Eligible Student (Beneficiary)	The Student to whom the laptop computer is issued free of cost for use.
6.	Testing Agency	Testing Agency is the Government of India Agency who conduct the testing of the sample Laptop Computer as per the Indian Standard specified in the Tender
7.	Bidder	Bidder means the party or consortium of parties who submits the Bid in pursuance of the Tender floated either directly or through OEM
8.	Successful Bidder	Successful Bidder means the Bidder or consortium of Bidders who succeeds in the Tender process.
9.	Manufacturer	One who fulfils the Eligibility Criteria
10.	Supplier	The successful Bidder or consortium of Bidders with whom ELCOT placed the purchase order.
11.	Commissioning	Commissioning means switching on the laptop computer and testing its functions in the presence of the Head of the Institution.
12.	District	District means the geographical division within the State of Tamil Nadu. At present there are 32 Districts in Tamil Nadu.
13.	Service Centre	Service Centre means the centre or place, wherein the Bidder, inter-alia undertakes and performs the service activities relating to the Laptop Computers indicated in the Tender and shall include a <u>Direct service centre or Authorised service centre.</u>
14.	Authorised Service Centre	Authorised Service Centre means a Service Centre run by the Bidder through another party by entering into a valid commercial Agreement.
15.	Call Centre	Call Centre means the Centre or the Place wherein the Bidder shall make arrangements to receive complaints/service calls from the Institutions/ELCOT/Beneficiaries.
16.	Cost	Cost means the total cost to be incurred towards the purchase of Laptop Computers and also charges to be incurred towards maintenance of Laptop computers during the warranty period.
17.	Day	A day means a calendar day

Tender for Supply and Commissioning of Laptop Computers
Tender reference: ELCOT/PID/ICB/LTC/PIII/2013-14

A. Tender Notice

	ELECTRONICS CORPORATION OF TAMIL NADU LIMITED Chennai - 600 035 (ELCOT) Tender Notice INTERNATIONAL COMPETITIVE BIDDING Invitation to Bid for Rate Contract for Supply of 5,65,000 (0.565 Million) nos of Laptop Computers for the year 2013-14	
1. Tender inviting Authority Designation and Address	The Managing Director, Electronics Corporation of Tamil Nadu Ltd. II Floor, MHU Complex, 692, Anna Salai, Nandanam, Chennai - 600 035. Email:md@elcot.in URL:www.elcot.in	
2. A) Name of the work	Supply and commissioning of 5,65,000 (0.565 Million) nos of Laptop Computers	
B) Tender Reference	ELCOT/PID/ICB/LTC/PIII/2013-14	
C) Place of execution	Throughout the State of Tamil Nadu	
3. Tender documents available place and due date for obtaining tender	On all working days between 11.00 A.M. and 3.00 P.M. upto 03.09.2013 from the Address mentioned in column (1) above Alternatively, Tender documents can be downloaded free of cost from www.elcot.in and http://www.tenders.tn.gov.in	
Cost of Tender Document	INR 1,100/- per Tender Document for direct purchase from ELCOT. The Tender document fee is waived for the downloaded Tender document.	
4. Earnest Money Deposit (EMD)	Rs.20,00,000/- (Rupees Twenty Lakhs only) Demand Draft or Banker's Cheque.	
5. Due Date, Time and Place of submission of Tender	On 04.09.2013 at 4.00 P.M. at the address mentioned in column (1) above	
6. Date, Time and Place for opening of the Technical Bids	On 04.09.2013 at 4.30 P.M. at the address mentioned in column (1) above.	
1. Eligibility Criteria: Please refer to the Tender Document. 2. Two Bid System (i.e.) Stage - 1 - Technical Bid; Stage -2 Price Bid 3. Tenders received after due Date and Time will be summarily rejected. 4. Contact Phone Nos. 91-44-65512300, 24333085, Ext.211 & 65512323 E-mail: itc1@elcot.in; md@elcot.in ; URL:www.elcot.in		
DIPP/3657/TENDER/2013		MANAGING DIRECTOR ELCOT, CHENNAI - 600 035.

Tender for Supply and Commissioning of Laptop Computers
Tender reference: ELCOT/PID/ICB/LTC/PIII/2013-14

B. Checklist for Enclosures

(Bidder should fill up YES or NO without fail)

#	Bid Enclosures	YES or NO
1.	Whether Technical Bid (Envelope-A) and Price Bid (Envelope-B) prepared and signed and stamped in all pages by the Authorised Signatory?	
2.	Whether EMD instrument is put in the Technical Bid (Envelope-A)?	
3.	Whether the Tender is submitted in Two covers namely Technical Bid (Envelope-A) and Price Bid (Envelope-B)?	
4.	Whether Two covers are put into an outer cover?	
5.	Whether Technical Bid (Envelope- A) contains the following	
5.1	Bidder's covering letter in the Letter Head signed and stamped by the Authorised Signatory.	
5.2	Bidder's undertaking letter for quantity offered in the Tender .	
5.3	Authorisation letter/Power of Attorney for the Authorised Signatory for the Tender issued by the Managing Director/Board of Directors of the Bidding Company.	
5.4	Authorisation letter/Power of Attorney for all the Authorised Signatories of the Consortium Agreement issued by the respective Managing Director/Board of Directors of the consortium Partners.	
5.5	A full set of Tender document duly signed and stamped by the Authorised Signatory.	
5.6	Technical Bid duly filled and signed and stamped by the Authorised signatory.	
5.7	Supporting documents to meet the Eligibility Criteria	
5.7.1	Whether Certificate of Incorporation of the Bidder/all the Consortium partners is submitted?	
5.7.2	Whether Consortium Agreement in original signed by all the Authorised Signatories of the partners is submitted?	
5.7.3	Whether official documentation including Tax returns establishing laptop computer manufacturing business from Tax Authorities/Statutory Authorities of the country of Incorporation is submitted?	
5.7.4	Whether Annual Report including Balance Sheet and Profit & Loss accounts for the previous three audited years for the Bidder/all the consortium partners is submitted?	
5.7.5	a) Whether in case of Indian Manufacturer, Manufacturing Licence (ML) or Industrial Entrepreneur Memorandum (IEM) or Foreign Investment Promotion Board (FIPB) clearance or any other document from Tax Authority/Statutory Authority establishing the Laptop Computer manufacturing capacity is submitted? b) Whether in case of Foreign Manufacturer, Official documentation establishing laptop computer manufacturing capacity from Tax Authority/Statutory Authority of the country of Incorporation is submitted?	

Tender for Supply and Commissioning of Laptop Computers
Tender reference: ELCOT/PID/ICB/LTC/PIII/2013-14

#	Bid Enclosures	YES or NO
	(c) Whether the Bidder/all the consortium partners are aware that self certificate or printout of Bidder's profile will not be accepted?	
5.7.6	Whether copy of the Sales Invoice(s) or Notes on Accounts provisions from the Annual Report or any other document from the Tax Authority/Statutory Authority establishing the sales volume of Lap Top Computers, has been submitted?	
5.7.7	Whether valid ISO 9001:2008 certificates for manufacturing process is submitted?	
5.7.8	Whether one sample laptop computer submitted to ELCOT for reference?	
5.7.9	Whether Sample Laptop Computer tested through the Test Agency and test report obtained from the Testing Agency is submitted?	
5.7.10	If the supporting documents are not in English, whether notarised English translation is submitted?	
6.	Whether Price Bid (Envelope-B) contains the following	
6.1	Duly filled Price Bid which is signed and stamped by the Authorised Signatory.	
6.2	Price per laptop computer	

Tender for Supply and Commissioning of Laptop Computers
Tender reference: ELCOT/PID/ICB/LTC/PIII/2013-14

C. Tender Data Sheet

1.	Tender inviting Authority, Designation and Address	The Managing Director, Electronics Corporation of Tamil Nadu Ltd, II Floor, MHU Complex, 692, Anna Salai, Nandanam, Chennai-600 035. Email: md@elcot.in URL: www.elcot.in
2.	Tender Reference	ELCOT/PID/ICB/LTC/PIII/2013-14
3.	Name of the Work	Supply and commissioning of 5,65,000 (0.565 Million) nos of Laptop Computers.
4.	Place of execution	Throughout the State of Tamil Nadu
5.	Tender documents available place and due date for obtaining tender	On all working days between 11.00 A.M. and 3.00 P.M. up to 03.09.2013 from the Address mentioned in column (1) above. Alternatively, Tender documents can be downloaded free of cost from www.elcot.in and http:// www.tenders.tn.gov.in/
6.	Cost of Tender Document	INR 1,100/- per Tender Document for direct purchase from ELCOT. The Tender document fee is waived for the downloaded Tender document.
7.	Earnest Money Deposit (EMD)	Rs.20,00,000/- (Rupees Twenty Lakhs only) - Demand Draft or Banker's Cheque.
8.	Date and Place of Pre-bid meeting	On 31.07.2013 at 10.30 A.M. at the address mentioned in column (1) above.
9.	Due Date, Time and Place of submission of Tender	On 04.09.2013 at 4.00 P.M. at the address mentioned in column (1) above.
10.	Date, Time and Place for opening of the Technical Bids	On 04.09.2013 at 4.30 P.M. at the address mentioned in column (1) above.
11.	Date, Time and Place for opening of the Price Bids	Will be intimated to the Technically Qualified Bidders only.
12.		<ol style="list-style-type: none"> 1. Eligibility Criteria: Please refer to the Tender Document. 2. Two Bid System (i.e.,) Stage – I – Technical Bid; Stage-2 Price Bid. 3. Tenders received after due Date and Time will be summarily rejected. 4. Contact Phone Nos. 91-44-65512300,24333085,Ext.211 & 65512323 E-Mail : lrc1@elcot.in; md@elcot.in; URL: www.elcot.in

1. Introduction

The Government of Tamil Nadu have decided to implement the scheme of distribution of laptop computers free of cost to students studying in Government Schools, Government aided Schools and Government Colleges.

The Government of Tamil Nadu vide G.O. Ms. No. 1 Special Programme Implementation Department dated 03/06/2011 entrusted the task of procuring the Laptop Computer under this scheme to ELCOT. The Laptop Computers will be procured in a transparent manner through competitive bidding process following the procedures stipulated in the Tamil Nadu Transparency in Tenders Act 1998 and Rules thereon. Selected suppliers would be required to set up service and repair centres.

Accordingly, ELCOT invites Tender through International Competitive Bid (ICB) for supply and commissioning of 5.65 lakhs Laptop Computers throughout the State of Tamil Nadu as per the Technical specification given in the Tender document during the year 2013-14.

The Successful Bidder(s) of this Tender would be required to work closely with the Government Departments involved and Schools & Colleges and to ensure success of the programme.

2. Tender Eligibility Criteria

The Bidders should meet the following Eligibility Criteria to participate in the Tender and should enclose supporting documents for fulfilling the Eligibility in the Technical Bid. It is the responsibility of the company to satisfy ELCOT regarding genuineness and validity of the document furnished. Bids accompanied by the documents not fulfilling the requirements outlined in this section will be subject to rejection.

#	Minimum Eligibility Criteria	Supporting documents to be submitted for fulfilling the Eligibility Criteria
2.1	Bidder should be a Registered company in India and existing for the past Three years	a) Certificate of Incorporation should be submitted. b) If the Certificate of Incorporation is not in English, then notarised English translation should be submitted.
	<u>In case of Consortium of Bidders:</u> a) Consortium of Bidders is allowed with maximum of three partners. b) One of the partners shall be designated as Prime Bidder and such partner shall be a Registered Company in India and existing for the past three years c) Each partner of the Consortium should be a Registered Company and existing for the past three years. d) No partner of a Consortium should Bid individually or be a partner of another Consortium.	a) All the Consortium partners individually should submit the Certificate of Incorporation from the appropriate Authority. b) If the Certificate of Incorporation is not in English, then notarised English translation should be submitted. c) A Consortium Agreement shall be entered among partners and the language shall be in English. The original Consortium Agreement shall be submitted. The Consortium Agreement shall contain statement that all partners of the consortium shall be liable jointly and severally for the execution of the contract in accordance with the contract terms.
2.2	Bidder shall be in the Laptop Computer manufacturing business for the last three years. In case of Consortium, one of the partners shall fulfil this criterion.	<u>In case of Indian manufacturer</u> Official documentation including Tax returns establishing laptop computer manufacturing business from Tax Authorities/Statutory Authorities shall be submitted. If the documents are not in English, then notarised English translation should be submitted along with a certificate from the Notary indicating that the translation was done by him. <u>In case of Foreign manufacturer</u> Official documentation including Tax returns establishing laptop computer manufacturing business from Tax Authorities/Statutory Authorities of the country of Incorporation shall be submitted. If the documentation is not in English, notarised English translation should be submitted. Notarization can be done in India.

Tender for Supply and Commissioning of Laptop Computers
Tender reference: ELCOT/PID/ICB/LTC/PIII/2013-14

#	Minimum Eligibility Criteria	Supporting documents to be submitted for fulfilling the Eligibility Criteria
2.3	Bidder should have an average Annual Turnover of at least INR 700 millions (or USD 15 millions) in the previous three audited years.	a) Annual Report including Balance Sheet and Profit & Loss accounts for the last three audited years shall be submitted. b) If the Annual Report is not in English, then notarised English translation should be submitted.
	<u>In case of Consortium of Bidders</u> a) Laptop Computer manufacturing partner should have an average Annual Turnover of at least of at least INR 700 millions (or USD 15 millions) b) Other Consortium partners should individually have had an average Annual Turnover of at least of at least INR 350 millions (or USD 7.5 millions) in the previous three audited years.	a) Annual Report including Balance Sheet and Profit & Loss accounts of all the Consortium partners for the last three audited years should be submitted. b) If the Annual Report is not in English, notarised English translation should be submitted.
2.4	Bidder should have Laptop computer manufacturing capacity of at least 1,00,000 laptop computers per year. In case of Consortium, this criteria should be fulfilled by the Laptop manufacturing partner.(Refer para 2.2)	<u>In case of Indian manufacturer</u> a) Manufacturing Licence (ML) or Industrial Entrepreneur Memorandum (IEM) or Foreign Investment Promotion Board (FIPB) clearance or any other document from Tax Authority/Statutory Authority establishing the Laptop Computer manufacturing capacity shall be submitted. b) Self certificate by the Bidder or printout of Bidder's profile will not be accepted. <u>In case of Foreign manufacturer</u> a) Official documentation establishing laptop computer manufacturing capacity from Tax Authority/Statutory Authority of the country of Incorporation shall be submitted along with a certificate from the Notary indicating that the translation was done by him. b) If the documentation is not in English, then notarised English translation should be submitted. c) Self certificate by the Bidder or printout of Bidder's profile will not be accepted.
2.5	Bidder should have sold at least 50,000 Laptop Computers in any one of the previous two audited years. In case of Consortium, this criteria should be fulfilled by the lap top manufacturing partner.(Refer para 2.2)	a) Copy of the Sales Invoice(s) or Notes on Accounts provisions from the Annual Report or any other document from the Tax Authority/Statutory Authority establishing the sales volume shall be submitted. b) If the documentation is not in English, then notarised English translation should be submitted.
2.6	Laptop computer manufacturer should have possessed ISO 9001:2008 certification for the manufacturing process.	Valid ISO 9001:2008 certificate of the manufacturer in English should be submitted.

Special Eligibility Conditions for the Successful bidders of the previous tenders (ref: ELCOT/PID/ICB/LTC/PI-2/2011-12 AND ELCOT/PID/ICB/LTC/PII/2012-13) to Bid for the present tender:

1. If any of the Successful Bidders of the previous tenders (ref: ELCOT/PID/ICB/LTC/PI-2/2011-12 AND ELCOT/PID/ICB/LTC/PII/2012-13) could not fulfil any one of the activities as mentioned below; they are not entitled to participate in the present tender either individually or through consortium with other bidder (s).
 - 1) Signing of Contract Agreement.
 - 2) Submission of Security Deposit.
 - 3) Submission of Delivery Schedule for the allotted quantities.

- 2 If any of the Successful Bidders of the previous tenders (ref: ELCOT/PID/ICB/LTC/PI-2/2011-12 and ELCOT/PID/ICB/LTC/PII/2012-13) have forfeited their Security deposits, they are not entitled to participate in the present tender either individually or through consortium with other bidder (s).

Conditions for the Consortium Bidders

- 1) One of the Consortium partners from India shall be nominated as Prime Bidder. The Consortium Agreement in INR 100 non-judicial stamp paper should be entered among the partners. All the signatories of the Consortium Agreement shall be authorised by a Power of Attorney signed by the respective Managing Director or Board of Directors of the Companies/parties to the Consortium. Board Resolution authorising the signatories of the Tender and Consortium Agreement would be accepted.
- 2) The Consortium Agreement shall be submitted in original in the Technical Bid. If the Bid from the Consortium becomes successful, the Consortium agreement should be registered in Chennai, Tamil Nadu before execution of Contract so as to be legally valid and binding on all the partners.
- 3) All partners of the consortium shall be liable jointly and severally for the execution of the contract in accordance with the contract terms and a statement to this effect shall be included in the Consortium Agreement. The consortium agreement should indicate precisely the role of each partner of the consortium in respect of the contract.
- 4) The Prime Bidder shall be authorised by the Consortium partners to act on their behalf to incur liabilities, to receive instructions for and on behalf of all partners of the consortium, to execute entire contract and to receive payment.
- 5) Only one Bid will be allowed from a Consortium. The partners of a Consortium are not allowed to bid individually or to be a partner of another Consortium. **All such Bids will be subject to rejection.**

Tender for Supply and Commissioning of Laptop Computers
Tender reference: ELCOT/PID/ICB/LTC/PIII/2013-14

- 6) It shall be the responsibility of the bidders to ensure that the translation of the document has been done correctly. ELCOT reserves the right to verify the correctness of the translation in English separately and if it is found that the translation has not been done correctly the bid would be liable for rejection. ELCOT reserves the right to have a translator to verify the correctness of the translation of the documents furnished by the Bidders, if required and decision of ELCOT in this regard will be final and binding.

- 7) The purpose of seeking notarisation is to ensure that the translation is true and correct. It shall be the responsibility of the bidders to ensure that the Notary public should append the certificate that the translation was done by him and it is true and correct. If Indian Notary is not aware of the foreign language, such notarial certificate can be made by a Foreign Notary from where the document originate.

3. Terms and Conditions

3.1 General Instructions

- a) It will be imperative for each Bidder(s) to familiarise itself/ themselves with the prevailing legal situations for the execution of contract.
- b) It will be the responsibility of the Bidder that all factors have been investigated and considered while submitting the Bids and no claim whatsoever including those of financial adjustments to the contract awarded under this tender based on the changed appreciation of the legal situation by the Bidder will be entertained by ELCOT. Neither any time schedule nor financial adjustments arising thereof shall be permitted on account of failure by the Bidder to appraise themselves.
- c) The Bidder shall be deemed to have satisfied itself fully before Bidding as to the correctness and sufficiency of its Bid for the contract and price quoted in the Bid to cover all obligations under this Tender.
- d) It must be clearly understood that the Terms and Conditions and specifications are intended to be strictly enforced.
- e) No escalation of cost in the Tender by the Bidder will be permitted throughout the period of Agreement or throughout the period of completion of contract whichever is later on account of any reasons whatsoever.
- f) The Bidder shall make all arrangements as part of the contract to supply, commission and demonstrate as per **Chapter-4 Scope of Work, Clause-4.11.2** at their own cost and transport.
- g) The Bidder shall be fully and completely responsible to ELCOT and State Government for all the deliveries and deliverables as per Tender conditions.

3.2 Language of the Bids

- a) The bid prepared by the Bidder as well as all correspondence and documents relating to the bid shall be in English only. The supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation in English duly notarised, in which case, for all purposes of the Bid, the translation shall govern. Bids received without such translation copy of the supporting documents as specified in **Chapter-2 Tender Eligibility Criteria** are liable to be rejected. ELCOT reserves the right to have a translator to verify the correctness of the translation of the documents furnished by the Bidders, if required and decision of ELCOT in this regard will be final and binding.
- b) The purpose of seeking notarisation is to ensure that the translation is true and correct. It shall be the responsibility of the bidders to ensure that the Notary public should append the certificate that the translation was done by him and it is true and correct. If Indian Notary is not aware of the foreign language, such notarial certificate can be made by a Foreign Notary from where the document originate.

3.3 Bid Currency

Price should be quoted in Indian Rupees (INR) only and Payment shall be made in Indian Rupees only. With respect to any foreign company, the law of the land including the Rules and Regulations of Reserve Bank of India (RBI) shall be followed and necessary compliances in this regard will be the sole responsibility of the Foreign Company.

3.4 Minimum Quantity to be Bid

The minimum quantity to be offered in the Tender is 50,000 laptop computers. Any Bid for less than 50,000 laptop computers will be treated as non-responsive to the Tender conditions. The Bid quantity should be indicated in the format prescribed in Annexure-2.

3.5 Letter of Authorisation

- a) A letter of Authorisation from the Board of Directors or Managing Director of Bidder organisation authorising the Authorised Signatory or a Power of Attorney should be submitted in the Technical Bid. Similarly the authorised signatories of the Consortium Agreement shall be authorised by a Power of Attorney signed by the respective Managing Director or Board of Directors of the Consortium Companies/parties.
- b) The Bids received without the Letter of Authorisation or Power of Attorney will be summarily rejected.

3.6 Clarifications and Amendments

- a) A prospective Bidder requiring any clarification in the Tender may notify ELCOT by letter or by Fax or by Email.
- b) At any time after the issue of the tender documents and before the opening of the tender, the Tender Inviting Authority may make any changes, modifications or amendments to the tender documents and will send intimation of such change to all those who have purchased the original tender documents and upload corrigendum for the information of those who have downloaded the tender documents from the website.
- c) In case any one tenderer asks for a clarification to the tender documents before 48 hours of the opening of the Tender, the Tender Inviting Authority will reply to such queries and copies of the reply to the clarification sought will be communicated to all those who have purchased the tender documents and upload such clarification to the designated website for the information of those who have downloaded the tender documents from the website.
- d) A pre-bid meeting will be held on the date as mentioned in the Tender Data Sheet.

Tender for Supply and Commissioning of Laptop Computers
Tender reference: ELCOT/PID/ICB/LTC/PIII/2013-14

- e) ELCOT is not responsible for any misinterpretation of the provisions of this Tender document on account of the Bidders failure to update the Bid documents based on changes announced through the website.
- f) The tenderer should regularly visit the website and keep himself abreast of the developments, changes, corrigendum etc., issued from time to time.

3.7 Cost of Bidding

The Bidders should bear all costs associated with the preparation and submission of Bids. ELCOT will in no way be responsible or liable for these charges/costs incurred regardless of the conduct or outcome of the bidding process.

3.8 Tender Document Fee

- a) The Tender documents may be directly purchased from ELCOT on payment of fees as mentioned in the Tender Data sheet. The Tender document cost may be paid by way of Demand Draft / Banker's Cheque in favour of "Electronics Corporation of Tamil Nadu Limited", payable at Chennai.
- b) Alternatively the Tender document can be downloaded free of cost from the websites mentioned in the Tender data sheet. The Tender document fee is waived for such downloaded documents.

3.9 Earnest Money Deposit (EMD)

- a) The EMD amount as specified in the Tender Data Sheet should be paid along with Technical Bid by way of Demand Draft or Banker's cheque drawn from any Nationalised Bank or Scheduled Bank in India and in favour of "Electronics Corporation of Tamil Nadu Limited" payable at Chennai. The EMD in the form of Bank guarantee is not acceptable.

Tender for Supply and Commissioning of Laptop Computers
Tender reference: ELCOT/PID/ICB/LTC/PIII/2013-14

- b) The EMD amount of successful bidders can be converted as part of the Security Deposit (SD).
- c) The EMD amount of the unsuccessful Bidders will be refunded after finalisation of the Tender within a reasonable time. The EMD amount held by ELCOT till it is refunded to the unsuccessful Bidders will not earn any interest thereon.
- d) The EMD amount will be forfeited by ELCOT, if the Bidder withdraws the Bid during the period of its validity specified in the Tender document or if the successful Bidder fails to sign the contract or the successful Bidder fails to remit Security Deposit within the respective due dates.

3.10 Sample Laptop Computer Testing

3.10.1 Testing Agency

- a) The Bidder shall make own arrangement for testing their sample laptop computer models from any one of the testing centres of Government of India Testing Agencies or State Government agencies as given below.
 - a) Standardisation, Testing and Quality Control (STQC)
 - b) Electronics Testing and Development Centre (ETDC)
 - c) Electronics Regional Test Laboratories (ERTL)
 - d) Any other equivalent Testing agency approved by ELCOT such as IIT, Anna University.
- b) The Bidders shall discuss with the Testing Agencies about the procedures for submitting the sample Laptop Computer and timelines for issue of test certificate. Accordingly, Bidders are requested to submit the sample laptop computer to Testing Agency well before to enable completion of testing before the due date of Tender.
- c) The cost towards the testing of the sample Laptop Computer should be borne by the Bidders only.

3.10.2 Test Standard

Bidders shall get the testing of the sample Laptop Computer models from the Testing Agency in accordance with the Indian Standard IS-14896:2001 as amended from time to time and also with the Technical Specification as specified in the Tender.

3.10.3 Submission of samples for testing

The Bidders shall take utmost care to submit the sample laptop computer models having specification equal to the Technical Specification given in the Tender documents for the testing. It is the sole responsibility of the Bidders to submit the samples and get the testing of the Laptop Computers completed and furnish the test report in the Technical Bid.

3.10.4 Test Report

The Bidders shall obtain the Test Report for the sample laptop computer models from the Testing Agency in the format as specified in the Tender document and furnish the same in the Technical Bid. The Bidder is eligible to submit the Bid only if the sample Laptop Computer model/models pass in the testing. It is the sole responsibility of the Bidder to arrange testing of sample laptop computer and furnish the report along with Technical Bid. **The format of test report shall be as specified in Annexure-3.**

3.10.5 Test Report Evaluation

- a) Technical Bid received without the Test Report issued by the Testing Agency will be summarily rejected as non-responsive.
- b) The Test Report submitted by the Bidders in the Technical Bid will be evaluated by ELCOT as part of Technical evaluation for its compliance with the Indian Standard and with the Technical Specification as specified in the Tender document.
- c) The Bids of those Bidders whose sample Laptop Computer models failed in any of the test parameters will be treated as non-responsive with the Tender conditions.

Tender for Supply and Commissioning of Laptop Computers
Tender reference: ELCOT/PID/ICB/LTC/PIII/2013-14

- d) All the responsive Bids will be considered for further processing.

3.10.6 Supply Criteria

The laptop computer models passed in the sample testing will only be allowed for supply if the Bidder becomes successful in the Tender.

3.11 Bid Preparation and Submission

- a) Bidders should carefully follow all Instructions, Terms and Conditions and Scope of Work as given in the Tender document. Failure to furnish information required by the Bid or submission of Bids not substantially responsive or viable in every respect is liable for rejection of Bids. Bidders should strictly submit the Bid as specified in the Tender, failing which the bids will be held as non-responsive and will be rejected.
- b) The Bid should be submitted in two parts viz Technical Bid (Envelope-A) and Price Bid (Envelope-B) as explained below.

3.11.1 Technical Bid Cover (Envelope-A)

- a) The Technical Bid format as given in the Tender shall be filled, signed and stamped on all pages. Errors if any shall be attested by the Bidders. The Technical Bid shall not contain any indications of the Price otherwise the Bid will be summarily rejected.
- b) The supporting documents and other documents as given below should be submitted in the Technical Bid.

#	Documents to be submitted
1.	EMD should be kept in a separate cover, superscribed as "EMD Cover"
2.	Authorisation letter or Power of Attorney from the Board of Directors/ Managing Director of the company authorising the Tender submitting authority
3.	Consortium Agreement: In case of Consortium, a Consortium Agreement in INR 100 non-judicial stamp paper should be signed by all consortium partners and submitted.
4.	All the signatories of the Consortium Agreement shall be duly authorised by the by the respective Board of Directors/Managing Directors of the Companies of the Consortium
5.	A full set of Tender document should be printed, signed by the authorised signatory and stamped in all pages as a token of accepting the conditions.
6.	Technical Bid should be duly filled, signed by the authorised signatory and stamped in all the pages.

Tender for Supply and Commissioning of Laptop Computers
Tender reference: ELCOT/PID/ICB/LTC/PIII/2013-14

#	Documents to be submitted
7.	“All the supporting documents to prove Bidder’s eligibility” These documents should be signed by the authorised signatory and stamped in all pages and enclosed with Technical Bid as required in Chapter-2 Tender Eligibility Criteria.
8.	Sample laptop computer Test Report issued by the Government of India Testing Agency as mentioned in Clause-3.10.4
9.	Bidders shall furnish an undertaking for quantity offered in the tender in the format give in Annexure-2.
10.	All undertaking letters as required in the Tender document.

- c) One laptop sample of the exact Laptop Computer models as offered for testing to the Testing Agency shall be submitted to ELCOT on or before the due date and time for closing of the tender under acknowledgement.
- d) The Technical Bids shall be typed, signed and stamped in all pages by the authorised signatory of the Bidder. Any alterations, deletions or overwriting shall be attested with full signature of the authorised signatory.
- e) The Technical Bid with supporting documents and the EMD cover should then be put in a separate cover and sealed appropriately. The Technical Bid cover should be superscribed as “Technical Bid (Envelope-A) for supply of Laptop Computers - Tender No. _____ due on _____. The “FROM” address” and “TO” Address” should be clearly written in the cover otherwise the Bid is liable for rejection.

3.11.2 Price Bid (Envelope-B)

- a) All the Price items as asked in the Tender should be filled in the Price Bid format as given in the Tender.

Tender for Supply and Commissioning of Laptop Computers
Tender reference: ELCOT/PID/ICB/LTC/PIII/2013-14

- b) The Price Bid should contain a single price only for the laptop computer irrespective of the number of laptop computer models tested and approved by the Testing Agency. If more than one price/optional prices for the laptop computer models are found in the Price Bid, the lowest price alone will be considered for evaluation. In case the laptop model for which the lowest price has been quoted is not approved by the Testing Agency, the Bidder shall supply the other model approved by the Testing Agency at the above said lowest price.
- c) The price quoted by the Bidder shall include cost and expenses on all counts viz. cost of equipment, materials, tools/ techniques/ methodologies, manpower, supervision, administration, overheads, travel, lodging, boarding, in-station & outstation expenses, etc and any other cost involved in the supply and commissioning.
- d) The Bid is liable for rejection if Price Bid contains conditional offers/partial offers.
- e) The Price Bid shall be typed and shall be signed by the authorised signatory in all pages. Any alterations, deletions or overwriting shall be attested with full signature of the authorised signatory.
- f) The Price Bid shall be placed in a separate cover (Envelope-B) and sealed appropriately. The Price Bid cover shall be superscribed as ““Price Bid (Envelope-B) for Supply of Laptop Computers – Tender No. _____ due on _____”. The “FROM” address and “TO” address shall be written without fail otherwise the Price Bid is liable for rejection.

3.11.3 Outer Cover

The Technical Bid cover including EMD cover (Envelope-A) and Price Bid cover (Envelope-B) shall then be put in a single outer cover and sealed appropriately by use of sealant. The outer cover shall be superscribed as “Tender for Supply of Laptop Computers – Tender No. _____ due on _____”. The “FROM” address and “TO” address shall be written without fail otherwise the Technical Bid is liable for rejection.

3.12 Mode of Submission of Bids

- a) The Bids should be submitted strictly as specified in the Tender document. The Bids should be dropped in the Tender box kept at ELCOT, MHU Complex II Floor, 692, Anna Salai, Nandanam, Chennai- 600 035 on or before the due date and time. The Bids will not be received personally.
- b) If the Bidder prefers to submit the Bid by post, the Bidder should ensure that the Bid reaches to the Managing Director, ELCOT on or before the due date and time. ELCOT will not be liable or responsible for any postal delay or any other delay whatsoever.
- c) If any Bid is received after Due Date and Time or unsealed or disorderly submitted or received by Facsimiles (FAX), the Bid will be treated as non responsive.

3.13 Modification and withdrawal of Bids

The Bids once submitted cannot be modified or amended or withdrawn. No documents would be supplemented after submission of Bids.

3.14 Technical Bid Opening

The Tender outer cover and Technical Bid cover including EMD cover will be opened at the office of ELCOT on the date and time as specified in the Tender Data sheet or any other date published in the ELCOT website. The Tender will be opened in the presence of the Bidders who choose to be present. The representative of the Bidder who prefers to attend Tender opening shall bring an authorisation letter from the Bidder. A maximum of two representatives for each Bidder would be allowed to attend the Tender opening.

3.15 Tender Validity

- a) Bids submitted shall remain valid for a period of 90 days from the date of Tender opening else the Bid will be rejected as non-responsive.
- b) In exceptional circumstances, ELCOT may solicit the Bidders to extend the validity. The Bidder should extend price validity and Bid security validity.

3.16 Scrutiny during Tender opening

- a) The scrutiny during the Tender opening will be held for the following.
 - i) Whether Tender is submitted in two cover system viz. Technical Bid Cover (Envelope-A) and Price Bid Cover (Envelope-B)
 - ii) Whether required EMD amount is furnished
 - iii) Whether sample laptop computer submitted
 - iv) Whether Test certificate issued by the Testing Agency is furnished
- b) All Bids fulfilling the above conditions alone will be considered for further evaluation else the Bids will be rejected. The decision of ELCOT will be final in this regard.

3.17 Contacting Tender inviting Authority

- a) Bidders shall not make attempts to establish unsolicited and unauthorised contact with the Tender Accepting authority, Tender Inviting Authority or Tender Scrutiny Committee after the opening of the Tender and prior to the notification of the Award and any attempt by any Bidder to bring to bear extraneous pressures on the Tender Accepting Authority, Tender Inviting Authority or Tender Scrutiny Committee shall be sufficient reason to disqualify the Bidder.
- b) Notwithstanding anything mentioned above, the Tender Inviting Authority or the Tender Accepting Authority may seek bonafide clarifications from Bidders relating to the tenders submitted by them during the evaluation of tenders.
- c) When deemed necessary, ELCOT may seek bonafide clarifications on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substance of the Bid or price quoted. During the course of Technical Bid evaluation, ELCOT may seek additional information or historical documents for verification to facilitate decision making. In case of the Bidder failed to comply with the requirements of ELCOT as stated above, such Bids may at the discretion of ELCOT, will be treated as technically non-responsive and subject to rejection.

3.18 Suppression of facts/ misleading information

- a) During the Bid evaluation, if any of facts/information is suppressed or misrepresented and if the same is brought to the notice of ELCOT, ELCOT will have the right to reject the Bid and if such information is brought to the notice of ELCOT after selection then ELCOT would terminate the contract without any compensation to the Bidder and the EMD/ Security Deposit as the case may be will be forfeited.

Tender for Supply and Commissioning of Laptop Computers
Tender reference: ELCOT/PID/ICB/LTC/PIII/2013-14

- b) Bidders should note that any figures, information and details in the supporting documents submitted by the Bidders for proving their eligibility is found suppressed or erased, ELCOT will have the right to seek the correct facts and figures or reject such Bids.

3.19 Technical Bid Evaluation

- a) The Technical Evaluation will be held on the compliance of the Bid with respect to the Tender conditions.
- i) Letter of Authorisation/Power of Attorney to sign and submit the Bid.
 - ii) In case of Consortium of Bidders, submission of Consortium Agreement should be in original.
 - iii) In case of Consortium of Bidders, letter of authorisation/Power of Attorney for all the signatories of the Consortium Agreement authorised by the partner companies will be taken up for evaluation.
 - iv) Quantity of laptops offered should be as per Clause-3.4.
 - v) Technical evaluation will be carried out on the compliance of supporting documents submitted by the Bidder to establish their eligibility to participate in the Tender.
 - vi) Technical evaluation will be carried out on the test report for its conformity with the requirements of Indian Standards and Technical Specification as specified in the Tender.
- b) The Bids will be held non-responsive and rejected if the Bids do not comply with the Tender conditions, if the Bids do not conform to the Technical Specifications and if the Bids do not establish the eligibility, capability and experience of the Bidders.

Tender for Supply and Commissioning of Laptop Computers
Tender reference: ELCOT/PID/ICB/LTC/PIII/2013-14

- c) The Bidders who have duly fulfilled with the Technical requirements in the Technical Bid evaluation as above will be considered as Technically Qualified Bidders and they only will be eligible for opening of Price Bid.
- d) The Bids of the Bidders who have failed to meet the Technical requirements in the Technical Bid evaluation as above will be rejected.

3.20 Factory Inspection

ELCOT reserves the right to inspect the laptop computer manufacturing factory to assess the manufacturing capacity, ability to supply and quality practices at any time before awarding of Tender.

3.21 Price Bid Evaluation

- 1) The Price Bids (Envelope-B) of the Technically Qualified Bidders in Technical Bid (Envelope-A) alone will be opened and evaluated. The Price Bids will be opened in the presence of the Bidders at ELCOT. The Bidders or their authorised representatives will be allowed to take part in the Price Bid opening.
- 2) The Price Bid evaluation will be conducted as stipulated in the Tamil Nadu Transparency in Tenders Act 1998 and Tamil Nadu Transparency in Tenders Rules 2000
 - a) The quoted price shall be corrected for arithmetical errors;
 - b) In cases of discrepancy between the prices quoted in words and in figures, lower of the two shall be considered;
 - c) The evaluation shall include all central duties such as customs duty and central excise duty and sales tax as a part of the price, as detailed below: -

Tender for Supply and Commissioning of Laptop Computers
Tender reference: ELCOT/PID/ICB/LTC/PIII/2013-14

- i) In evaluation of the price of an imported item, the price will be determined inclusive of the customs duty;
 - iii) In evaluation of the price of articles which are subject to excise duty, the price will be determined inclusive of such excise duty;
 - iv) In a tender where all the tenderers are from within the State of Tamil Nadu, or where all the tenderers are from outside the State of Tamil Nadu, the sales tax shall be included for the evaluation of the price; and
 - v) In a tender where the tenderers are both from the State of Tamil Nadu as well as from outside the State of Tamil Nadu, the sales tax under the Tamil Nadu General Sales Tax Act, 1959 (Tamil Nadu Act 1 of (1959) shall be excluded for the evaluation of the price".
- 3) The lowest evaluated price per Laptop Computer as per the above evaluation will be adjudged as L1 price.

3.22 Negotiation and Award of Tender

- a) The Tamil Nadu Transparency in Tenders Act 1998 and The Tamil Nadu Transparency in Tenders Rules 2000 will apply.
- b) In view of the importance and size of the scheme and the need to ensure timely and disruption-free supply of laptop computers, the Tender Accepting Authority is of the view that multiple suppliers are required. Hence, in this case, Rule 31(4) of the Tamil Nadu Transparency in Tenders Rules, 2000 may be invoked.

3.23 Rejection of Tender of banned Tenderer

As per the Clause 10 (4) of The Tamil Nadu Transparency in Tender Act 1998, if at any time before the acceptance of tender, the Tender

Accepting Authority receives information that a tenderer who has submitted tender has been banned by any procuring entity, the Tender Accepting Authority shall not accept the tender of that tenderer even if it may be the lowest tender.

3.24 Acceptance of the Tender

The final acceptance of the Tender is entirely vested with ELCOT who reserves the right to accept or reject any or all of the Tenders in full or in part. The Tender Accepting Authority may also reject any Tender for reasons such as changes in the scope of procurement, new technologies, court orders, accidents or calamities and other unforeseen circumstances. After acceptance of the Tender by ELCOT, the Bidder shall have no right to withdraw their Tender or claim higher price.

3.25 Letter of Acceptance (LOA)

- a) After acceptance of the Tender by ELCOT, a Letter of Acceptance (LOA) will be issued only to the Successful Bidder(s).
- b) Issuance of Letter of Acceptance (LOA) signifies the beginning of the Contract with the Successful Bidder/Bidder(s).

3.26 Security Deposit (SD)

- a) The Successful Bidders will be required to remit the Security Deposit equivalent to 3% (Three percent) of the value of the Purchase Order inclusive of EMD amount. The SD should be paid by way of Demand Draft drawn in favour of "Electronics Corporation of Tamil Nadu Limited" payable at Chennai or in the form of unconditional and irrevocable Bank Guarantee valid till the completion of the work. The SD shall be paid within one week from the date of issue of Letter of Acceptance by ELCOT.

Tender for Supply and Commissioning of Laptop Computers
Tender reference: ELCOT/PID/ICB/LTC/PIII/2013-14

- b) The Security Deposit will be refunded to the Successful Bidders only after successful completion of the Purchase Order. The Security Deposit held by ELCOT till it is refunded to the Successful Bidder will not earn any interest thereon. The Security Deposit will be retained till the completion of supply and commissioning as per the delivery schedule.
- c) The Security Deposit will be forfeited if the Successful Bidder fails to sign the Contract Agreement and /or fails to perform as per the contract.

3.27 Execution of Agreement

- a) The Successful Bidder shall execute a Contract Agreement on the INR 20 non-judicial stamp paper bought in Tamil Nadu only in the name of the Prime Bidder, within one week from the date of Letter of Acceptance issued by ELCOT.
- b) The Successful Bidder shall not assign or make over the contract, the benefit or burden thereof to any other person or persons or body corporate for the execution of the contract or any part thereof without the prior written consent of ELCOT.

3.28 Release of Purchase Order

After remittance of Security Deposit and signing of the Contract Agreement, Purchase Order for the supply and commissioning of Laptop Computers will be issued to the Successful Bidder(s) by ELCOT. The supply and payment will be based on the Purchase Order only.

3.29 Refund of EMD

The EMD amount of the unsuccessful Bidders will be refunded after finalisation and issue of purchase order to the Successful Bidder. EMD amount of successful Bidder will be refunded on payment of Security Deposit. Alternatively EMD can be adjusted towards payment of SD.

3.30 Returning the sample Laptop Computer

- a) The sample laptop computer model submitted to ELCOT by the Successful Bidders will not be returned and would be kept as reference to make comparison at the time of actual delivery.
- b) The sample Laptop Computer submitted of the un-successful Bidders will be returned on as-is-where-is condition within a reasonable time.

3.31 Refund of SD

The Security Deposit of the Successful Bidder will be refunded on successful execution of the contract to the satisfaction of ELCOT and as per conditions of the Contract Agreement and as per the purchase order issued by ELCOT.

3.32 Liquidated Damages (LD)

3.32.1 LD for non-fulfilment of Delivery Schedule

- a) In the event of non-fulfilment of delivery schedule, a Liquidated Damages at the rate of 1% per week on the value of the undelivered quantity of the order will be levied subject to a maximum of 5% of the undelivered quantity.
- b) The Liquidated Damages amount will be automatically deducted from the Bills submitted by the Supplier. Further if the delivery is not completed, ELCOT will purchase the remaining laptop computers at the risk and cost of such defaulting supplier.
- c) The performance of the Supplier(s) will be reviewed on the first week of every month. If there is any shortfall in quantity to be supplied during the period ELCOT reserves the right to make alternative supply arrangement at the risk and cost of the defaulters. Further the overall order quantity is liable to be reduced to that extent for the concerned suppliers.

3.32.2 LD for non-fulfilment of SLA

If the Supplier having been notified by the beneficiary fails to rectify the defects and restore the items in good working condition within 5 working days, liquidated damages of 1% of the cost of the laptop computer per week of the breakdown period will be levied.

3.32.3 LD for misuse of Logo

- a) If it is found that the Supplier misuses the Tamil Nadu Government Logo for any purpose other than for the supply of Laptop computers under this scheme, ELCOT would have the right to proceed against the Supplier. Misuse means the use of the Logo for other than the intended purpose as specified in the Tender document.
- b) The Supplier is liable to pay a sum of Rs.10.00 Lakhs (Rupees Ten Lakhs only) as Liquidated Damages every time such violation as stated in Clause 3.32 3 (a) is noticed by ELCOT.
- c) The Liquidated Damages would be in addition to the other liability under the Emblems Act or any other legal provisions. ELCOT would also have the right to blacklist such Supplier Bidder from taking part in any ELCOT tender for a minimum period of 3 years thereafter.

3.32.4 Total LD applicable

The Total LD shall not exceed 5% of the total value of the Order.

3.33 Termination of Contract

3.33.1 Termination for default

- a) ELCOT may without prejudice to any other remedy for breach of contract, by written notice of default with a notice period of 7 days, sent to the Successful Bidder, terminate the contract in whole or part,
 - (i) if the Successful Bidder fails to deliver any or all of the goods within the time period(s) specified in the Contract, or fails to supply the items as per the Delivery Schedule

- or within any extension thereof granted by ELCOT; or
- (ii) If the Successful Bidder fails to perform any of the obligation(s) under the contract; or
 - (iii) If the Successful Bidder, in the judgement of ELCOT, has engaged in fraudulent and corrupt practices in competing for or in executing the Contract.
- b) In the event of ELCOT terminating the Contract in whole or in part, ELCOT may procure the goods and services upon terms and in such manner as deems appropriate at the risk and cost of the defaulting Supplier and such supplier shall be liable to ELCOT for any additional costs for such goods and services. However, the Successful Bidder shall continue the performance of the contract to the extent not terminated.

3.33.2 Termination for Insolvency

ELCOT may at any time terminate the Contract by giving written notice with a notice period of 7 days to the Successful Bidder, if the Successful Bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Successful Bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to ELCOT.

3.33.3 Termination for Convenience

ELCOT may by written notice with a notice period of seven days sent to the Successful Bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for ELCOT's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective. On termination, the successful Bidder is not entitled to any compensation whatsoever.

3.34 Force Majeure

Neither ELCOT nor the Successful Bidder shall be liable to the other for any delay or failure in the performance of their respective obligations due to causes or contingencies beyond their reasonable control such as:

- a) any act of God such as lightning, earthquake, landslide, etc or other events of natural disaster of rare severity
- b) Meteorites or objects falling from aircraft or other aerial devices, travelling at high speeds
- c) Fire or explosion, chemical or radioactive contamination or ionizing radiation
- d) Epidemic or plague
- e) Act of war (whether declared or undeclared), threat of war, invasion, armed conflict or act of foreign enemy, unexpected all up of armed forces, blockade, embargo, revolution, riot, religious strife, bombs or civil commotion, sabotage, and terrorism

3.35 Arbitration

- a) Any dispute or difference whatsoever arising between the parties to the Agreement out of or relating to the construction, meaning, scope, operation or effect of the Agreement or validity of the breach thereof, which cannot be resolved through **negotiation process**, shall be referred to a sole Arbitrator to be appointed by the Managing Director of ELCOT. The Arbitration shall be held in Chennai, India and the language shall be English only.
- b) Subject to the above, the Courts at Chennai shall only have jurisdiction in this matter.

Tender for Supply and Commissioning of Laptop Computers
Tender reference: ELCOT/PID/ICB/LTC/PIII/2013-14

4. Scope of Work

The Successful Bidder hereinafter called as Supplier shall supply and commission the laptop computers as per the scope of work given below.

4.1 Technical Specification

4.1.1 Laptop Computer Specification

Construction and Externals	Metal / Alloy / reinforced hinges for Display. The casing is ABS of black or Grey colour
Processor (Minimum)	Intel Pentium Dual Core or Equivalent AMD Processor with processor speed of 2.0 GHz or higher.
Memory	2 GB DDR3 SDRAM @ 1066 MHz.
Display	14 Inch display
Display resolution	1024X768 or higher
Hard Disk Drive	Minimum of 160GB SATA with minimum 5400 rpm
Ports	I/O Ports, Minimum 3 USB, Headphone/speaker out, RJ-45, AC power, in built speaker
Connectivity	10/100 LAN
Graphics	Integrated Graphics supporting 128 MB VRAM or Higher
Wireless	Wireless 802.11 a/b/g/n
Keyboard	Standard keyboard with integrated touch pad
AC Power adopter	Input 170V- 270V, 50 Hz AC power adopter
Operation Temperature	0- 55 Degree Centigrade
Battery Type	Standard Rechargeable 6 cell Li-Ion (45 WHr) with minimum 2 hours backup
Certifications	RoHS and any other certificates
Operating System	<ul style="list-style-type: none"> a) Windows 7 starter or higher should be preloaded. b) Antivirus software with one year support shall be preloaded. c) BOSS Linux from Centre for Development of Advanced Computing (CDAC) will be sourced by ELCOT and the same shall be preloaded.
Standard accessories	Power cable with three pin socket and plug, Power adopter and charger, User manual, Laptop Backpack
Laptop Form factor	About 13.5 x 9.6 x 1.3 inches approximately
Warranty	1year comprehensive warranty including battery.
Qualifying bench mark	Bapco Sysmark 2007 overall score of minimum 115 or higher with Windows 7 professional and 2 GB memory.
Contents	<ul style="list-style-type: none"> a) Tamil Unicode font with keyboard interface for typing in Word, Spreadsheet and Presentation will be sourced from Tamil Virtual Academy by ELCOT and will be provided to the Supplier for pre loading. b) Any other free Educational contents will be sourced from Education Department by ELCOT and will be provided to the Supplier for pre loading.

Tender for Supply and Commissioning of Laptop Computers
Tender reference: ELCOT/PID/ICB/LTC/PIII/2013-14

Note:

- a) The Bidders are requested to get the sample laptop computers tested as per the above specification and furnish the test report along with the Technical Bid.

- b) Apart from the above, one sample laptop computer as per the above specification shall be submitted to ELCOT on or before the due date and time of opening of the Tender.

- c) The Bidders are requested to ensure that the given Processor should be supported for a minimum period of five years and should not be an end of life product.

Tender for Supply and Commissioning of Laptop Computers
Tender reference: ELCOT/PID/ICB/LTC/PIII/2013-14

4.1.2 Backpack Specification

1.	Suitability	To accommodate 15.6" size Laptop Computer approximately
2.	Size	43 cm (H) x 33 cm (W) x 23 cm (D) approximately
3.	Material	Polyester fabric, nylon bonded thread, branded zippers and sliders
4.	Compartments	Three compartment bag (Laptop, Text book, Power adapter, utility pocket) with padded sleeve, Utility pocket in the front and side packets
5.	Padding	Padded handle, Padding on the back for comfort and air flow curved and padded contoured shoulder straps
6.	Logo and image	Government Logo, image and Scheme name shall be screen printed on the front pocket as per the design which will be given by ELCOT.

4.2 Items and Quantity to be supplied

#	Item Description	Units	Approximate Quantity
1.	Laptop computers as per Technical Specification	Numbers	5,65,000
2.	User manual in Tamil and English in a Single Booklet	Numbers	5,65,000
3.	Do's and Don'ts instruction guide in Tamil and English	Numbers	5,65,000
4.	Laptop backpack as per the specification	Numbers	5,65,000

4.3 Establishing Local office in Chennai

The Supplier should set up a local office in Chennai within 30 days from the date of issue of Letter of Acceptance by ELCOT.

4.4 Production planning

The Suppliers shall plan the production activities to meet the schedule of delivery and shall standardise the production of laptop computers to meet the Technical specification and following quality requirements.

4.4.1 Standardising the components

- a) The inward quality of the standard components and critical components like processor, chipset, RAM, Hard disk, graphics card, monitor, touch pad, battery, any other components, etc shall be standardised.

Tender for Supply and Commissioning of Laptop Computers
Tender reference: ELCOT/PID/ICB/LTC/PIII/2013-14

- b) The list of certified components and Bill of Material with part numbers should be provided to ELCOT prior to commencement of production.
- c) The licensed versions of the operating system and other software shall be used in the production strictly.

4.4.2 Traceability Identification

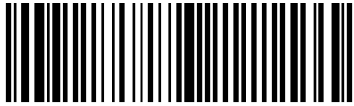
The Laptop Computers supplied under this scheme are meant to be distributed to the students in Tamil Nadu. In order to prevent the misuse of the Laptop Computers, screen printing/tamper-proof sticker of layout to be specified by ELCOT (Government logo, image and scheme name) shall be marked on the top side of the laptop computers and front side of the laptop computer backpack.

4.4.3 Laptop Serial Number

- a) The Laptop Computer serial number shall consist of 6 segments with 16 digit number as given below.

Supplier code	Phase	Model Number	Year	Month	Running Serial Number
2 digits	1 digit	2 digits	2 digits	2 digits	7 digits
01	1	01	11	09	0000001

First 7 digits are permanent code. The next 2 digits month code which will vary every month. The last 7 digits are running serial number irrespective of month and year. For example, the serial number for a laptop computer would be 0110111090000001.


0 1 1 0 1 1 1 0 9 0 0 0 0 0 0 1

- b) All the numbers as shown above shall be continuous. The serial number shall be pre-printed in barcode stickers and shall be stuck in each and every laptop computer.

Tender for Supply and Commissioning of Laptop Computers
Tender reference: ELCOT/PID/ICB/LTC/PIII/2013-14

- c) Four bar code serial number stickers would be required. One bar code serial number sticker shall be stuck one on laptop computer, one on packing box and one on warranty card. The spare bar code sticker should be available for the office use of the respective institutions.

4.5 Production of Laptop Computers

- a) The production process shall ensure use of right components and right methods. The process quality and product quality shall not be compromised under any circumstances.
- b) The process standards wherever the processes are intended for automation and manual should be standardised. The standards/quality practice of the manufacturer shall be strictly adopted. The documentations pertaining to the practices of the manufacturer if any shall be made available for verification of ELCOT when needed.
- c) The manufacturer shall ensure that 100% process inspection, product inspection and finished goods inspection are conducted without compromise. The quality passed slip shall be tagged in each and every laptop computer.

4.6 Pre-despatch inspection

4.6.1 For the Laptop Computers Manufactured in India

- a) Supplier should conduct 100% pre-despatch inspection on Laptop Computers as per tender specification. The pre-despatch inspection would be concurrent with the production and delivery.
- b) ELCOT will nominate third party agencies who will conduct independent inspection and specification conformity at the manufacturer's plant.

Tender for Supply and Commissioning of Laptop Computers
Tender reference: ELCOT/PID/ICB/LTC/PIII/2013-14

- c) ELCOT would bear the cost of third party inspection for only one manufacturing plant of the supplier. If a Successful Bidder wants to produce in more than one location, then the cost of positioning the third party inspection team by ELCOT in the second and subsequent plants would be borne by the Successful Bidder at their cost.
- d) For every shipment, samples will be drawn and tested by third party inspection agencies appointed by ELCOT. Only after the third party testing agency clears the lot, it will be allowed to be moved to the distribution point. In case the samples tested do not qualify, the entire lot will be rejected.
- e) Laptop computers to be supplied should give same performance results or better results with respect to technical evaluation results.
- f) ELCOT may nominate its own officers to be in the manufacturing plant to supervise the quality of manufacturing process. This would be in addition to the third party inspection.

4.6.2 For the Laptop Computers manufactured out side India

- a) Bidder should conduct 100% pre-despatch inspection on Laptop Computers as per tender specification at the Manufacturers' plant. The time taken for pre-despatch inspection at the designated locations will not be accounted in the delivery period.
- b) ELCOT nominated third party agencies will conduct independent inspection and specification conformity on random sample basis at the specified locations within the State of Tamil Nadu.

Tender for Supply and Commissioning of Laptop Computers
Tender reference: ELCOT/PID/ICB/LTC/PIII/2013-14

- c) Such manufacturers will be required to set up storage Godowns of the Manufacturers in Chennai or in the District Headquarters of the allotted Districts. The third party inspection agencies appointed by ELCOT will test the sample lot at the Godowns of the Manufacturers. Only after the third party testing agency clears the lot, it will be allowed to move to the distribution point. In case the samples tested do not qualify, the entire lot will be rejected. ELCOT will not be responsible for any costs associated with such rejection. The manufacturer will be responsible for the Laptop Computers till it is delivered at the specified delivery points and accepted by the Institution. Only after such acceptance, the responsibility of the manufacturer will cease.

4.7 Lot submission for Inspection and Testing

- a) The third party Inspection Agency will be engaged by ELCOT for conducting process inspection, finished goods inspection and packing inspection at the manufacturing plants in India and designated locations/godowns in Tamil Nadu in case of laptop computers manufactured outside India.
- b) The sampling plans and procedures for inspection of Laptop Computers shall be in accordance with Indian Standard IS10673-1983 (Reaffirmed 2001).
- c) A batch quantity of 2500 numbers of laptop computers shall be maintained by the manufacturer and offered for third party inspection and testing. While offering the batches for inspection, the manufacturer shall furnish a report to the Inspection Agency. In case of laptop computer manufactured outside India, the batch quantity of 2500 shall be marked at the manufacturing plant itself. The inspection will be conducted in batches.
- d) The manufacturer shall give fullest cooperation and support to the Inspection Agency deputed by ELCOT.

Tender for Supply and Commissioning of Laptop Computers
Tender reference: ELCOT/PID/ICB/LTC/PIII/2013-14

- e) The Inspection Agency will draw random samples from the batches and test the laptop computers as per the Technical Specification. The finished goods will be allowed for shipment only after the acceptance of the goods by the Inspection Agency.
- f) Apart from the routine inspection and testing at the manufacturing location and other locations, periodical type testing will be conducted by ELCOT as and when needed during the course of production. One laptop computer from the finished goods will be drawn by ELCOT and will be sent to ETDC for testing and approval in accordance with IS14896:2001 standards and Technical Specification. The laptop computer so tested should give the same or better result as compared to the sample tested during the laptop computer tender evaluation. If the laptop computer drawn from production and tested fails in the type testing, subsequent production will be allowed only after the cause of the defect is rectified in the production and finished goods.
- g) If the laptop computer is manufactured outside India, then cause of defect shall be rectified in the finished goods. At the same time, such defects shall be informed to the manufacturing plant and rectification shall be done.

4.8 Packing

- a) The finished laptop computers should be packed in the carton boxes of standard quality as followed by the Industry. The individual items as part of each laptop computer should be packed in polythene pouches of appropriate sizes, individually packed and then put inside the carton boxes.
- b) Each laptop computer carton box should contain the following items.
 - i) Laptop computer with serial number and accessories

Tender for Supply and Commissioning of Laptop Computers
Tender reference: ELCOT/PID/ICB/LTC/PIII/2013-14

- ii) Do's and Don'ts instruction and User Manual in Tamil and English.
- iii) Warranty card shall contain the following.
 - 1) Serial number, month and year of manufacturing
 - 2) Name, address and telephone number of service centre
 - 3) Provision for writing the beneficiary name, address and date of issue.
- iv) One spare barcode serial number sticker as per the format prescribed by ELCOT.
- v) Backpack in separate packing.
- c) The packed carton boxes should be sealed and preserved in the manufacturer's stores.

4.9 Delivery of Laptop Computers

- a) The laptop computers should be delivered to the individual institutions as per the consignee list provided by ELCOT.
- b) The supplier shall deliver the laptop computers to the respective institutions in full ordered quantity and shall be handed over to head of the institution at the respective locations. Part quantities will not be accepted.
- c) The laptop computers supplied under the contract should be covered with comprehensive Insurance by the supplier till delivery and acceptance by the respective institutions.

4.10 Delivery Schedule

- a) The laptop computers supply shall be completed within the schedule as given below.

#	Cumulative quantity to be delivered	Supply schedule in calendar days from the date of LOA
1.	15% of ordered quantity	Within 60 days
2.	45% of ordered quantity	Within 90 days
3.	80% of ordered quantity	Within 135 days
4.	100% of ordered quantity	Within 150 days

- b) The supplier shall augment the manufacturing and supply of the Laptop Computers accordingly.
- c) The Laptop Computers should be delivered at the Schools and Colleges in the allotted districts in the State of Tamil Nadu.

4.11 Coordination for field acceptance

4.11.1 Sample inspection

- a) The suppliers shall depute their representatives at each and every institution to assist the institution heads for inspection of laptop computers.
- b) The supplier representative along with institution head shall conduct sample inspection on 5% of the delivered quantity.
- c) The supplier representative shall select the samples randomly and unpack. The following parameters shall be inspected.
- i) Physical damages
 - ii) Bill of quantity such as;
 - 1) Laptop computer with serial number and battery charger
 - 2) User manual comprising of specification, operational instructions and Do's and Don'ts instruction in Tamil and English.
 - 3) Warranty card with names and addresses of service centres and telephone numbers.

Tender for Supply and Commissioning of Laptop Computers
Tender reference: ELCOT/PID/ICB/LTC/PIII/2013-14

- 4) One spare barcode stickers containing manufacturer's serial number.
- iii) Working condition by switching on the laptop computer.
- d) After completion of inspection, the laptop computers shall be re-packed and handed over to the respective institution heads.

4.11.2 Demonstration of Laptop Computer

- a) The supplier representative shall show the demonstration of the laptop computer to the students. The demonstration shall be done in classroom environment/ special meetings depending on the beneficiary strength at the respective institution.
- b) The following aspects shall be shown in the demonstration.
 - i) Do's and Don'ts and safety operations
 - ii) Switch on & power down procedures
 - iii) Invoking and closing applications
 - iv) USB connection, reading and safe removing
 - v) Track pad usage
 - vi) Service centre details, procedure for the services and call centre access

4.11.3 Exclusivity

The distribution of the Laptop Computers to the beneficiaries is not the responsibility of suppliers. The respective head of institutions will distribute the laptop computers to the beneficiaries.

4.11.4 Acceptance signoff

- a) The supplier shall give institution-wise invoice to the institution head. The invoice shall be enclosed with the list of serial numbers of the laptop computers supplied at the institution.
- b) The damaged/defective lap top computers, if any shall be taken back by the supplier representative and strike out the corresponding serial number of the damaged/defective laptops in the serial number list enclosed with invoice.

Tender for Supply and Commissioning of Laptop Computers
Tender reference: ELCOT/PID/ICB/LTC/PIII/2013-14

- c) The signature and seal of the institution head shall be obtained in a report format and in the all invoice copies. One copy of the invoice with report shall be given to the institution head for records.
- d) Two copies of the invoice with signed report shall be handed over to ELCOT for further processing. Deemed acceptance will not be permitted under any circumstances.

4.12 Warranty Period

- a) The Laptop computers including battery supplied under the Tender shall be covered with a comprehensive warranty against any manufacturing defect for a period of 12 months from the date of supply and commissioning from the date of acceptance of the laptop computer by ELCOT.
- b) The Supplier shall be liable to make good the loss by replacing the Laptop computers or components found defective during the warranty period free of cost to the beneficiaries.
- c) Irrespective of the warranty obligations, the Supplier is liable for replacing a faulty Laptop computer due to any manufacturing defects within 30 days after supply and commissioning. Replacement of spare parts during warranty period arises only after the above stated 30 days period.
- d) The warranty will cover all the materials and goods supplied by the Supplier under this contract irrespective of the fact whether these have been manufactured by the Successful Bidder or not. In this regard the decision of the ELCOT will be final and binding on the successful bidder.

Tender for Supply and Commissioning of Laptop Computers
Tender reference: ELCOT/PID/ICB/LTC/PIII/2013-14

4.13 Service Centres

- a) The Supplier should establish 112 service centres (approximately) either own centres or franchisee centres within 30 days at the following locations from the date of issue of Letter of Acceptance by ELCOT. ELCOT reserves the right to add or modify any location of the Service Centres in any of the following 32 Districts of Tamil Nadu.
- b) In case, the Successful Bidder is asked to supply laptops to any Institution / Institutions or to any District / Districts in addition to the initial list of Districts allotted to them, by ELCOT, then the Successful Bidder will ensure that such Institutions / Districts are serviced by the service centre / centres.

#	Districts	Locations	No. of Locations
1.	ARIYALUR	Ariyalur, Jeyamkondam	2
2.	CHENNAI	Ambattur, Chepauk, Saidapet, Thiruvannamiyur, Thiruvottiyur	5
3.	COIMBATORE	Coimbatore, Pollachi, Mettupalayam, Sulur	4
4.	CUDDALORE	Chidambaram, Cuddalore, Virudhachalam	3
5.	DHARMAURI	Dharmapuri, Harur	2
6.	DINDIGUL	Dindigul, Palani, Kodaikkanal	3
7.	ERODE	Erode, Bhavani, Perundurai, Gobichettipalayam, Sathyamangalam	5
8.	KANCHEEPURAM	Chengalpattu, Kancheepuram, Madurantakam, Tambaram, Sriperumpudur	5
9.	KANYAKUMARI	Nagercoil, Marthandam, Padamanabhapuram, Arumanai	4
10.	KARUR	Karur, Kulithali, Kadavur	3
11.	KRISHNAGIRI	Hosur, Krishnagiri	2
12.	MADURAI	Madurai, Usilampatti, Melur	3
13.	NAGAPATTINAM	Mayiladuthurai, Nagapattinam, Vedaranyam	3
14.	NAMAKKAL	Namakkal, Thiruchengode	2
15.	PERAMBALUR	Perambalur	1
16.	PUDUKOTTAI	Pudukottai, Alangudi, Aranthangi, Ponnamaravathi	4
17.	RAMANATHAPURAM	Paramakudi, Ramanathapuram, Tiruvadana	3
18.	SALEM	Mettur, Salem-1, Salem-2, Attur, Sangagiri	5
19.	SIVAGANGAI	Sivagangai, Karaikudi, Devakottai	3
20.	THANJAVUR	Thanjavur, Kumbakonam, Pattukottai	3
21.	THE NILGIRIS	Ooty, Gudalur	2

Tender for Supply and Commissioning of Laptop Computers
Tender reference: ELCOT/PID/ICB/LTC/PIII/2013-14

#	Districts	Locations	No. of Locations
22.	THENI	Theni, Uttamapalayam	2
23.	THIRUVALLUR	Ponneri, Thiruvallur, Tiruttani	3
24.	THIRUVANNAMALAI	Thiruvannamalai, Cheyyar, Polur, Arni, Chengam, Vandavasi	6
25.	THIRUVARUR	Thiruvarur, Mannargudi, Thiruthuraiipoondi	3
26.	TIRUNELVELI	Tirunelveli, Tenkasi, Cheranmadevi, Palayankottai, Puliyanakudi	5
27.	TIRUPPUR	Tiruppur, Udumalaipettai, Dharapuram	3
28.	TRICHIRAPPALLI	Trichirappalli, Lalgudi, Musiri, Thuraiyur, Manaparai	5
29.	THOOTHUKUDI	Thoothukudi, Kovilpatti, Thiruchendur	3
30.	VELLORE	Vellore, Arakonam, Tiruppattur, Vaniyambadi, Gudiyatham, Arcot	6
31.	VILLUPURAM	Kallakurichi, Villupram, Tindivanam, Thirukovillur	4
32.	VIRUDHUNAGAR	Sivakasi, Aruppukottai, Rajapalayam, Srivilliputtur, Virudhunagar	5
	Total Centres		112

- b) The service centres shall be equipped with the following.
- i) Testing equipments shall be deployed for troubleshooting of the defective laptop computers.
 - ii) At least 1% of critical hot spares like motherboard, processor, hard disk, battery, and battery charger power card, etc shall be maintained. The services shall not be prolonged for want of spares.
 - iii) Service engineers shall be deployed. The services shall not be prolonged for absence of service engineers.
 - iv) A personal computer with broadband connectivity shall be installed for Service Level management.
- c) The service centre address and contact details shall be mentioned in the warranty card to be provided along with laptop computer supply.

4.14 Call Centre setup

- a) The Supplier shall create a call centre facility at the office of ELCOT.

Tender for Supply and Commissioning of Laptop Computers
Tender reference: ELCOT/PID/ICB/LTC/PIII/2013-14

- b) The call centre shall have 3 seats initially and further scaled up as per the need. The Supplier(s) shall setup the call centre facility jointly and operate. In the event of only one Supplier is awarded the work, full call centre shall be created and operated by the awarded Supplier.
- c) The Supplier(s) shall facilitate personal computers with IVR system.
- d) The Supplier shall facilitate an issue tracker application for SLA management. The service centre engineers/ beneficiaries shall be enabled logging of the calls through web based tracking system, IVR and by telephone calls.
- e) The call centre shall be jointly manned by the Supplier(s). The call centre shall operate from 9.00 AM to 6.00 PM and 6 days a week.

4.15 Service Level Agreement (SLA)

- a) The supply and commissioning shall be completed within the delivery schedule specified in the Tender.
- b) The Supplier should undertake to replace the laptop computer which proves to be defective or unsatisfactory working within a month of delivery and distribution to the beneficiaries.
- c) Suppliers shall provide comprehensive maintenance of the Laptop Computers, which includes maintenance of all parts. Any service request from the beneficiaries shall be fulfilled within 5 working days from the date of receipt of service request.
- d) When service is requested, the date of request, details of beneficiary, serial number of the laptop computer and cause of defects shall be logged in issue tracker application by the service centre engineers. The beneficiaries also shall log the service request. The date of completion of services and nature of services shall be updated in the application. The Service Levels will be monitored by ELCOT.

4.16 Online supply status entry

ERP software for capturing the end-to-end supply activities is facilitated by ELCOT. The user account for the suppliers will be created. The software user manual will be provided to the suppliers. The suppliers shall update details pertaining to completion of various stages of supply activities as given below.

- a) Batch submission to pre-despatch inspection
- b) Rework details when the batch is rejected and re-submission details for the inspection
- c) Delivery details of the accepted batches of laptop computers
- d) Assist the institutions for updating the details of acceptance

4.17 Exit Clause

At the time of expiry of contract period, as per the contract between ELCOT and the Supplier, the Supplier shall intimate to ELCOT about the closure of the contract/ warranty/ Service Level Agreements under acknowledgement from ELCOT.

5. Payment Terms

- 5.1 All payments will be made in INR only.
- 5.2 No advance will be paid or no letter of credit will be issued.
- 5.3 97% payment will be released after successful completion of supply and acceptance by the respective institutions.
- 5.4 3% payment will be released after successful completion of warranty period of one year from the date of supply and acceptance by the respective institutions.
- 5.5 The Duties and Taxes as applicable at the time of supply within the Delivery Schedule specified in the Tender will be paid. In case, the Duties and/or Taxes have been reduced retrospectively, after award of contract and within the delivery schedule, the successful bidder is liable to return the same.
- 5.6 The Supplier shall have full and exclusive liability for payment of all Duties, Taxes and other statutory payments payable under any or all of the Statutes/ Laws/ Acts etc., now or hereafter imposed.

Annexure-1 Bidder's Covering Letter

(Letter should be submitted in Bidder's Letter Head)

Date:

To
The Managing Director
Electronics Corporation of Tamil Nadu Ltd
MHU Complex II Floor
692 Anna Salai
Nandanam
Chennai-600035

Dear Sir,

Sub: Tender for Supply and Commissioning of Laptop Computers under the scheme of Government of Tamil Nadu for Distribution of Laptop Computers to the Students – Regarding.

Ref: Tender Reference ELCOT/PID/ICB/LTC/PIII/2013-14

1. We have examined the Tender for supply of Laptop Computers as specified in the Tender. We undertake to meet the requirements and supply Laptop Computers and services as required and are set out in the Tender document.
2. We attach our Technical Bid with EMD cover and Price Bid in separate sealed covers as required by the Tender both of which together constitutes our proposal, in full conformity with the said Tender.
3. We have read the provisions of Tender and confirm that these are acceptable to us. We further declare that additional conditions, variations, deviations, if any, found in our response shall not be given effect to.
4. We undertake, if our Bid is accepted, to adhere to the scope of work as specified in the Tender or such modified plan as may subsequently be agreed mutually.

Tender for Supply and Commissioning of Laptop Computers
Tender reference: ELCOT/PID/ICB/LTC/PIII/2013-14

5. We agree to unconditionally accept all the terms and conditions set out in the Tender document and also agree to abide by this Bid response for a period as mentioned in the Tender from the date fixed for bid opening and it shall remain binding upon us with full force and virtue, until within this period a formal contract is prepared and executed, this Bid response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us and ELCOT.
6. We affirm that the information contained in the Technical Bid or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to ELCOT is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead ELCOT as to any material fact.
7. We agree that ELCOT is not bound to accept the lowest or any Bid you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ service specified in the bid response without assigning any reason whatsoever.
8. It is hereby confirmed that we are entitled to act on behalf of our company/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Authorised signatory:
Name of the authorised person:
Designation:
Name of Bidder:
Stamp of Bidder:

Tender for Supply and Commissioning of Laptop Computers
Tender reference: ELCOT/PID/ICB/LTC/PIII/2013-14

Annexure-2 Undertaking for Quantity offered in the Tender

(Letter should be submitted in Bidder Letter Head)

Date:

To
The Managing Director
Electronics Corporation of Tamil Nadu Ltd
MHU Complex II Floor
692 Anna Salai
Nandanam
Chennai-600035

Dear Sir,

Sub: Tender for Supply and Commissioning of Laptop Computers
under the scheme of Government of Tamil Nadu for Distribution
of Laptop Computers to the Students – Regarding.
Ref: Tender Reference ELCOT/PID/ICB/LTC/PIII/2013-14.

We shall undertake to supply a quantity of _____ nos. of Laptop
Computers under this Tender if our Bid becomes successful.

Authorised signature:
Name of the authorised person:
Designation:
Name of Bidder
Stamp of bidder

Tender for Supply and Commissioning of Laptop Computers
Tender reference: ELCOT/PID/ICB/LTC/PIII/2013-14

Annexure-3 Sample laptop computer Test Report

Name of the Testing Agency, Place DEPARTMENT OF INFORMATION TECHNOLOGY GOVERNMENT OF INDIA	
REPORT NO: Reference/<job no>	PAGE ___ OF ___
TEST ON Laptop Computer	DATE OF ISSUE: dd.mm.yyyy

1.1	Service Request No.				
1.2	Name & Address of the Client				
1.3	Description & Identification of Test Sample(s)	Nomenclature:			
		Manufactured by :			
		Make:			
		Model:			
		Sl.No.:			
		Accessories			
1.4	Sample(s)	Received Date: dd.mm.yyyy	Test Completed Date: dd.mm.yyyy		
1.5	Testing performed at	_____ Centre			
1.5	No. of sample(s) tested	In Figure: _____ In Words: _____			
1.6	Standard/Test Procedure	As per Customer's Specification (Reference: IS-14896) Tender Reference: _____			
	Scope	Type Testing			
1.7	Major Equipment used and traceability Details				
No.	Equipment Used	Uncertainty (Best Case)	Calibration Reference/ Report Agency	Valid up to	
1					
2					
3					
4					
5					
6					

The measurement carried out by using above equipment, are traceable to National Standards

Tender for Supply and Commissioning of Laptop Computers
Tender reference: ELCOT/PID/ICB/LTC/PIII/2013-14

2.0 TEST RESULTS:

AMBIENT Temperature: _____

R.Humidity: _____

No.	Cl. No.	Specification /Requirement	Results	Remarks
2.1.1		Power Supply	Power consumption measured	
2.2.1		Visual Examination	The Laptop shall be free from workmanship defects, cracks, scratches, nicks, burns, sharp edges etc	
2.2.2		Functional performance	Check for Display, data availability, OS Booting by Power on	
2.2.3		Effect of Power Supply variation	The Laptop shall meet the functional requirements when operated from 170 volts to 270 volts AC and for frequency variation from 47Hz to 53Hz	
2.3.1		Conducted emission	The conducted emission and the radiated emission shall be limited to the requirements specified in Table-2, Table-4 and Table-6 for Class B equipment in IS-6873 (Part7)	
		Conducted susceptibility	Electrostatic discharge test (as per IS 14700-4-2): Class-1 Contact Discharge: 2kV Air Discharge: 4kV	
			Electrical fast transient/burst test (as per IS 14700-4-4): Level-2 Test Voltage: 1kV	
			Surge/spike test (as per IEC 61000-4-5): Level-2 Test Voltage: 1kV	
2.4.1		Safety Requirements	Earth leakage current (Cl.5.1 of IS: 13252-2003) Shall not exceed 3.5 Ma	
			Dielectric test (Cl.5.2 of IS: 13252-2003) Test Voltage: 1.5kVrms; Duration: 60s Point of application: Between Phase/Neutral & Ground	

Tender for Supply and Commissioning of Laptop Computers
Tender reference: ELCOT/PID/ICB/LTC/PIII/2013-14

No.	Cl. No.	Specification /Requirement	Results	Remarks
2.5.1		Marking	Manufacturer's Name or trademark	
			Model designation & serial number	
			Country of Manufacture	
			Input AC voltage range and frequency	
2.6.1		Drop (free fall) Test (IS 9000-7-4) Height: 25mm No. of falls: 8 (4 corners + 4 edges) Unpacked	After the test, the Laptop shall satisfy Visual examinations and functional requirements	
2.6.2		Vibration test (IS: 9000-8) Frequency range: 10-55Hz Acceleration: 1g Duration: 45 min/axis No. of axis: 3 Condition: unpacked, shippable Power OFF	After the test, the Laptop shall satisfy Visual examinations and functional requirements	
2.6.3		Dry heat test (IS: 9000-3-5) Temperature: 55 degree Centigrade Duration: 16h Condition: unpacked Power OFF	After the test, the Laptop shall satisfy Visual examinations and functional requirements	
2.6.4		Damp heat cyclic test (IS: 9000-5-1) Temperature: 40 degree Centigrade Relative Humidity: >= 90% Duration: 48h (2 cycles) Condition: unpacked Power OFF	After the test, the Laptop shall satisfy Visual examinations and functional requirements	
2.6.5		Cold Test (IS: 9000-2-4) Temperature: -10 degree Centigrade Duration: 2h Condition: unpacked Power OFF	After the test, the Laptop shall satisfy Visual examinations and functional requirements	
2.6.6		Burn-in test Temperature: 45 degree centigrade Duration: 48 hrs Condition: Power ON	After the test, the Laptop shall satisfy Visual examinations and functional requirements	

Tender for Supply and Commissioning of Laptop Computers
Tender reference: ELCOT/PID/ICB/LTC/PIII/2013-14

No.	Cl. No.	Specification /Requirement		Results	Remarks
2.7.1		Construction and Externals	Metal/Alloy reinforced hinges for Display. The Casing ABS plastic of Black colour		
		Processor (Minimum)	Intel Pentium Dual Core or Equivalent AMD Processor		
		Memory	2 GB		
		Display	14 Inch display		
		Hard Disk Drive	160GB		
		Ports	I/O Ports, Minimum 3 USB, Headphone/speaker out, RJ-45, AC power		
		Connectivity	10/100 LAN		
		Graphics	Integrated Graphics supporting 128 MB VRAM or Higher		
		Wireless	Wireless 802.11 b/g/n		
		Keyboard	Standard keyboard with integrated touch pad		
		AC Power adopter	Input 170V- 270V, 50 Hz AC power adopter		
		Operation Temperature	0- 55 Degree Centigrade		
		Battery Type	Standard Rechargeable 6 cell Li-Ion (45 WHr) with minimum 2 hours backup		
		Certifications	RoHS and any other certificates		
		Operating System	Pre loaded Windows with Anti virus		
		Standard accessories	Power cable with three pin socket and plug, Interface cable, Power adopter and charger, User manual, Laptop Backpack		
		Laptop Form factor	About 13.5 x 9.6 x 1.3 inches approximately		
		Qualifying bench mark	Sysmark score of 115 or higher.		

Tender for Supply and Commissioning of Laptop Computers
Tender reference: ELCOT/PID/ICB/LTC/PIII/2013-14

Advance Functionality Test

No.	Parameters	Results (Y/N)		Remarks
1.	OS Type			
2.	OS Version			
3.	USB Ports			
4.	VGA Port			
5.	LAN Port			
6.	Headphone (Jack)			
7.	Inbuilt Microphone			
8.	Inbuilt Speaker			
9.	Other ports if any			
10.	All keys in keyboard			
11.	Touchpad			
12.	Battery			
13.	Charger			
14.	Video player			
15.	Audio player			

Physical Inspection

No.	Parameters	Make	Model/Clock Speed	Remarks
1.	Processor details			
2.	Chipset details			
3.	Memory			
4.	HDD details			

3.0 Conclusion:

3.1 The 14" laptop make: _____ Model: _____ conforms/not conforms to the requirements specified by the Customer (Tender Reference: _____) (for complete details refer Results)

3.2 Tested Laptop Photograph:
(Please insert the photograph in different views)

Tender for Supply and Commissioning of Laptop Computers
Tender reference: ELCOT/PID/ICB/LTC/PIII/2013-14

Summary

Project Name	
No. of iterations	

Scores

Description	Official Rating	Iterations
Learning		
Video creation		
Productivity		
Sysmark 2007		
Preview Rating		

Operating System Summary

Operating System:
Language:
File System:
DirectX:
Keyboard Language:

Hardware Summary

CPU
Vendor
CPU Name
Code Name
CPU Model number
Family Stepping
Core Frequency
Bus Frequency
L1 Cache
L2 Cache
L3 Cache
CUID Flagset
Physical Core

Platform

Vendor
BIOS Mode
BIOS Release date
Board Vendor
Board Model
Board Version

Tender for Supply and Commissioning of Laptop Computers
Tender reference: ELCOT/PID/ICB/LTC/PIII/2013-14

Memory

Memory Channel DIMM1
Memory Capacity
Memory Speed

Memory Channel DIMM2
Memory Capacity
Memory Speed

Storage

Hard Drive Model
Hard Drive Buffer
Hard Drive Size
Hard Drive Type
Hard Drive Speed

Video

Vendor
Chipset
Driver
Memory Size
Resolution
Type

Audio

Vendor
Type
Driver

Network

Driver-1
Media Type
Connected
Type

Driver-2
Media Type
Connected
Type

Tender for Supply and Commissioning of Laptop Computers
Tender reference: ELCOT/PID/ICB/LTC/PIII/2013-14

Display Devices

Vendor

Brightness

Resolution

Refresh Rate

Size

Battery

Vendor

Current capacity

Current charge

Design capacity

Annexure-4 Bank Guarantee Format

(To be executed in Rs.100/- Stamp Paper)

To
The Managing Director,
Electronics Corporation of Tamil Nadu Limited,
MHU Complex, II Floor,
692, Anna Salai, Nandanam,
Chennai – 600 035

Bank Guarantee No:
Amount of Guarantee:
Guarantee covers from:
Last date for lodgement of claim:

This Deed of Guarantee executed by (Bankers Name & Address) having our Head Office at(address) (hereinafter referred to as “the Bank”) in favour of The Managing Director, Electronics Corporation of Tamil Nadu Limited, MHU Complex II Floor, 692 Anna Salai, Nandanam, Chennai - 600035 (hereinafter referred to as “the Beneficiary”) for an amount not exceeding Rs. _____/- (Rupees _____ Only) as per the request of M/s. _____ having its office address at _____ (hereinafter referred to as “Supplier”) against Letter of Acceptance reference _____ dated __/__/____ of M/s. Electronics Corporation of Tamil Nadu Limited. This guarantee is issued subject to the condition that the liability of the Bank under this guarantee is limited to a maximum Rs. _____/- (Rupees _____ Only) and the guarantee shall remain in full force up to ___ months from the date of Bank Guarantee and cannot be invoked otherwise by a written demand or claim by the beneficiary under the Guarantee served on the Bank before ___ months from the date of Bank Guarantee.

Tender for Supply and Commissioning of Laptop Computers
Tender reference: ELCOT/PID/ICB/LTC/PIII/2013-14

AND WHEREAS it has been stipulated by you in the said ORDER that the Supplier shall furnish you with a Bank Guarantee by a Scheduled/ Nationalised Bank for the sum specified therein as security for compliance with the Supplier's performance obligations for a period in accordance with the contract.

AND WHEREAS we have agreed to give the Supplier a Guarantee.

THEREFORE, we (Bankers address)....., hereby affirm that we are Guarantors and responsible to you on behalf of the Supplier up to a total of Rs. _____/- (Rupees _____ Only) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the contract and without any demur, cavil or argument, any sum or sums within the limit of Rs. _____/- (Rupees _____ Only) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein. We will pay the guaranteed amount notwithstanding any objection or dispute whatsoever raised by the supplier.

This Guarantee is valid until ___ months from the date of Bank Guarantee.

Notwithstanding, anything contained herein

Our liability under this guarantee shall not exceed Rs. _____/- (Rupees _____ Only). This Bank Guarantee shall be valid up to ___ months from the date of Bank Guarantee and we are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before _____.

In witness whereof the Bank, through its authorised Officer, has set its, hand and stamp on this at _____.

Witness:
(Name in Block Letters)

(Signature)

Annexure-5 Model Form of Contract
--

(To be executed on a Rs. 20/- Non-judicial Stamp paper bought in Tamil Nadu by the SUPPLIER for the supply and commissioning of Laptop Computers (NO FIGURES IN NUMERALS OR WORDS SHALL BE FILLED UP IN THIS SAMPLE FORM AT THE TIME OF SUBMISSION OF TENDER)

CONTRACT

This Contract is entered into at Chennai on the day of ----- 2013
between

Electronics Corporation of Tamil Nadu Limited, a wholly owned Government of Tamil Nadu Undertaking, a Company registered under the Indian Companies Act, 1956 and having its Registered Office at No.692, Anna Salai, Nandanam, Chennai – 600 035, hereinafter referred to as "ELCOT" (which term shall mean and include its successors and permitted assigns) on behalf of Government of Tamil Nadu, hereinafter referred to as "Purchaser"

And

_____ a Company registered under _____ and having its Registered office at _____ hereinafter referred to as the "SUPPLIER" (which term shall mean and include its successors and permitted assigns)

Whereas ELCOT on behalf of the Government of Tamil Nadu invited a Tender vide Tender Ref. ELCOT/PID/ICB/LTC/PIII/2013-14 for the supply of Laptop Computers throughout the State of Tamil Nadu and the SUPPLIER has been selected as per the following terms and conditions:-

1. This document on having been signed by both the parties shall constitute a binding contract between the parties and shall remain in force for a period of Eighteen Months. But in the event of any breach of the Contract at any time on the part of the

Tender for Supply and Commissioning of Laptop Computers
Tender reference: ELCOT/PID/ICB/LTC/PIII/2013-14

SUPPLIER, the contract shall be terminated by ELCOT without compensation to the SUPPLIER. The contract may also be put to an end at any time by the Purchaser upon giving seven days notice to the SUPPLIER.

2. The SUPPLIER agrees to supply and commission a quantity of ----- No. of Laptop computers with accessories, and one year warranty period after carrying out successfully all tests prescribed by ELCOT at the price of Rs. ___/- (Rs.....only) per Laptop computer to the Purchaser as per the Delivery Schedule given below.
- a) The laptop computers supply shall be completed within the schedule as given below.

#	Cumulative quantity to be delivered	Supply schedule in calendar days from the date of LOA
1.	15% of ordered quantity	Within 60 days
2.	45% of ordered quantity	Within 90 days
3.	80% of ordered quantity	Within 135 days
4.	100% of ordered quantity	Within 150 days

- b) The supplier shall augment the manufacturing and supply of the Laptop Computers accordingly.
- c) The Laptop Computers should be delivered at the Schools and Colleges in the allotted districts in the State of Tamil Nadu.
- d) The Duties and Taxes as applicable at the time of supply within the Delivery Schedule specified in the Tender will be paid. In case, the Duties and/or Taxes have been reduced retrospectively after award of contract and within the delivery schedule, the SUPPLIER is liable to return the same.

Tender for Supply and Commissioning of Laptop Computers
Tender reference: ELCOT/PID/ICB/LTC/PIII/2013-14

3. However, ELCOT would not be liable or responsible for the increase in duties / taxes as above, if the same arises due to delay on the part of the SUPPLIER.

4. The SUPPLIER should set up a local office in Chennai within 30 days from the date of issue of Letter of Acceptance by ELCOT.

5. Supply and Commissioning

a) Supply and commissioning of the ordered items shall be as per the Delivery Schedule.

b) ELCOT would bear the cost of third party inspection for only one manufacturing plant of the SUPPLIER. If the SUPPLIER wants to produce in more than one location, then the cost of positioning the inspection team in the second and subsequent plants by ELCOT would be borne by the SUPPLIER at its cost.

c) Separate guidelines for the delivery, commissioning and acceptance will be issued by ELCOT to the SUPPLIER from time to time.

6. Insurance

The delivery of goods to the destination is the responsibility of the SUPPLIER only. The goods supplied under the contract should be covered for comprehensive Insurance by the SUPPLIER till delivery and acceptance by the authority concerned.

7. Acceptance

The Purchaser will make suitable arrangement for verifying the Laptop Computers and acceptance as stipulated in the Tender.

8. a) The Supplier should establish 112 service centres (approximately) either own centres or franchisee centres within 30 days at the following locations from the date of issue of Letter of Acceptance by ELCOT.

ELCOT reserves the right to add or modify any location of the Service Centres in any of the 32 Districts of Tamil Nadu.

Tender for Supply and Commissioning of Laptop Computers
Tender reference: ELCOT/PID/ICB/LTC/PIII/2013-14

b) In case, the SUPPLIER is asked to supply laptops to any Institution / Institutions or to any District / Districts in addition to the initial list of Districts allotted to them, by ELCOT, then the SUPPLIER will ensure that such Institutions / Districts are serviced by the service centre / centres.

9. Support Services

- a) The SUPPLIER should provide comprehensive maintenance of the Laptop Computers, which shall include corrective maintenance at the delivery locations.
 - b) Suppliers shall provide comprehensive maintenance of the Laptop Computers, which includes maintenance of all parts. Any service request from the beneficiaries shall be served within 5 working days from the date of receipt of service request.
 - c) If the SUPPLIER, having been notified by the end user fails to rectify the defect(s) and restore the items in good working condition within the period specified above, a penalty of 1% of the cost of the laptop computer per week of the breakdown period will be levied.
 - d) ELCOT reserves the right to terminate the warranty maintenance contract in the event of unsatisfactory maintenance and claim damages and Costs for non-fulfilment of contract from the SUPPLIER.
10. The goods or materials to be supplied under this contract are to be of the quality and the sort mentioned in the purchase orders.
11. The goods or materials are to be delivered at places indicated by ELCOT / Purchaser without any extra cost in such quantities or numbers contained in the purchase order. Any amendments to the orders in terms of quantities or delivery period etc may be incorporated on a mutually agreed basis.

Tender for Supply and Commissioning of Laptop Computers
Tender reference: ELCOT/PID/ICB/LTC/PIII/2013-14

12. The goods sold under this Contract shall not be taken back. However any replacement necessitated, as part of the warranty commitments shall be carried out by the SUPPLIER and faulty parts/materials that arise out of such replacements shall be taken back by the SUPPLIER within a reasonable time.
13. If the supply of the Ordered items are not effected as specified in the purchase order, Purchaser / ELCOT shall have the full authority to cancel the order and to take any such action that will be deemed fit in the circumstances.
14. In case of failure by the SUPPLIER to deliver goods or materials demanded from them within the period specified for delivery or in case of goods or materials delivered by them, not being of the stipulated quality and specifications or in the case of goods or materials being delivered without a correct invoice in duplicate, ELCOT shall have the power to reject any such goods or materials and to purchase such goods and services from other sources. Any excess cost so incurred by the Purchaser over the contract price together with all charges and expenses attending the purchase shall be recoverable by Purchaser (ELCOT) from the SUPPLIER.
- 15. Liquidated Damages**
 - 15.1 LD for non-fulfilment of Delivery Schedule**
 - a) In the event of non-fulfilment of delivery schedule, a Liquidated Damages at the rate of 1% per week on the value of the undelivered quantity of the order will be levied subject to a maximum of 5% of the undelivered quantity.
 - b) The Liquidated Damages amount will be automatically deducted from the Bills submitted by the Supplier. Further if the delivery is not completed, ELCOT will purchase the remaining laptop computers at the risk and cost of such defaulting supplier.

- c) The performance of the Supplier(s) will be reviewed on the first week of every month. If there is any shortfall in quantity to be supplied during the period ELCOT reserves the right to make alternative supply arrangement at the risk and cost of the defaulters. The overall order quantity is liable to be reduced to that extent for the concerned suppliers.

15.2 LD for non-fulfilment of SLA

If the Supplier having been notified by the beneficiary fails to rectify the defects and restore the items in good working condition within 5 working days, liquidated damages of 1% of the cost of the laptop computer per week of the breakdown period will be levied.

15.3 LD for misuse of Logo

- a) If it is found that the Supplier misuses the Tamil Nadu Government Logo for any purpose other than for the supply of Laptop computers under this scheme, ELCOT would have the right to proceed against the Supplier.
- b) The Supplier is liable to pay a sum of Rs.10.00 Lakhs (Rupees Ten Lakhs only) as Liquidated Damages every time such violation as stated in Clause 3.32.3 (a) is noticed by ELCOT.
- c) The Liquidated Damages would be in addition to the other liability under the Emblems Act or any other legal provisions. ELCOT would also have the right to blacklist such Supplier Bidder from taking part in any ELCOT tender for a minimum period of 3 years thereafter.

15.4 Total LD applicable

The Total LD shall not exceed 5% of the total value of the Order.

16. Warranty

- a) The Laptop computers including battery supplied shall be under the Tender should be covered with a comprehensive warranty against any manufacturing defect for a period of 12 months from the date of supply and commissioning from the date of acceptance of the laptop computer by ELCOT.
- b) The Supplier shall be liable to make good the loss by replacing the Laptop computers or components found defective during the warranty period free of cost to the beneficiaries.
- c) Irrespective of the warranty obligations, the Supplier is liable for replacing a faulty Laptop computer due to any manufacturing defects within 30 days after supply and commissioning. Replacement of spare parts during warranty period arises only after the above stated 30 days period.
- d) The warranty will cover all the materials and goods supplied by the Supplier under this contract irrespective of the fact whether these have been manufactured by the SUPPLIER or not. The decision in this regard by ELCOT is final and binding on the SUPPLIER.

17. Payment Terms

- a) All payments will be made in INR only.
- b) No advance will be paid or no letter of credit will be issued.
- c) 97% payment will be released after successful completion of supply and acceptance by the respective institutions.
- d) 3% payment will be released after successful completion of warranty period of one year from the date of supply and acceptance by the respective institutions.

Tender for Supply and Commissioning of Laptop Computers
Tender reference: ELCOT/PID/ICB/LTC/PIII/2013-14

- e) The Duties and Taxes as applicable at the time of supply within the Delivery Schedule specified in the Tender will be paid. In case, the Duties and/or Taxes have been reduced retrospectively after award of contract and within the delivery schedule, the SUPPLIER is liable to return the same.
- f) The Supplier shall have full and exclusive liability for payment of all Duties, Taxes and other statutory payments payable under any or all of the Statutes/Laws/Acts etc now or hereafter imposed.

18. Force Majeure

Neither the Purchaser/ELCOT nor the SUPPLIER shall be liable to the other for any delay or failure in the performance of their respective obligations due to causes or contingencies beyond their reasonable control such as:

- a) any act of God such as lightning, earthquake, landslide, etc or other events of natural disaster of rare severity
- b) Meteorites or objects falling from aircraft or other aerial devices, travelling at high speeds
- c) Fire or explosion, chemical or radioactive contamination or ionizing radiation
- d) Epidemic or plague
- e) Act of war (whether declared or undeclared), threat of war, invasion, armed conflict or act of foreign enemy, unexpected call up of armed forces, blockade, embargo, revolution, riot, religious strife, bombs or civil commotion, sabotage and terrorism

19. The following documents shall be deemed to form and be read and construed as part of this Contract.

Tender for Supply and Commissioning of Laptop Computers
Tender reference: ELCOT/PID/ICB/LTC/PIII/2013-14

- a) Tender Document including amendments issued by ELCOT
- b) Scope of Work and Technical Specifications
- c) Tender Terms and Conditions
- d) Corrigendum/Clarifications issued by ELCOT for the Tender document
- e) Detailed final offer of the SUPPLIER
- f) Purchase Order(s) issued by ELCOT from time to time
- g) Correspondence made by ELCOT to the SUPPLIER from time to time during the period of the contract.
- h) Bid received from the Bidder.

Wherever the offer conditions furnished by the SUPPLIER are at variance with conditions of this contract or conditions stipulated in the purchase order, the latter shall prevail over the offer conditions furnished by the SUPPLIER.

20. Any waiver of any terms and conditions by ELCOT / Purchaser in writing shall not have the effect of waiving or abandoning other terms and conditions of the contract.

21 (a) Unless otherwise provided in the Contract, any notice, request, consent or other communication given or required to be given hereunder shall be given by mailing the same by registered mail, postage prepaid, in the case of the SUPPLIER to ELCOT at its Registered Office set forth above or with other addresses and to the attention of such other person or persons as may hereafter be designated by like notice hereunder and any such notice sent by post shall be deemed to have been served on the date when in the ordinary course of post, it would have been delivered at the address to which it was sent.

(b) Any notice to the SUPPLIER shall be deemed to be sufficiently served, if given or left in writing at their usual or last known place of abode or business.

22. Termination of Contract

22.1 Termination for default

- a) ELCOT may without prejudice to any other remedy for breach of contract, by written notice of default with a notice period of 7 days, sent to the SUPPLIER, terminate the contract in whole or part,
 - (i) if the SUPPLIER fails to deliver any or all of the goods within the time period(s) specified in the Contract, or fails to supply the items as per the Delivery Schedule or within any extension thereof granted by ELCOT; or
 - (ii) if the SUPPLIER fails to perform any of the obligation(s) under the contract; or
 - (iii) if the SUPPLIER, in the judgement of ELCOT, has engaged in fraudulent and corrupt practices in competing for or in executing the Contract.
- b) In the event of ELCOT terminating the Contract in whole or in part, ELCOT may procure the goods and services upon terms and in such manner as deems appropriate at the risk and cost of the defaulting Supplier and such supplier shall be liable to ELCOT for any additional costs for such goods and services. However, the SUPPLIER shall continue the performance of the contract to the extent not terminated.

22.2 Termination for Insolvency

ELCOT may at any time terminate the Contract by giving written notice with a notice period of 7 days to the SUPPLIER, if the SUPPLIER becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the SUPPLIER, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to ELCOT.

22.3 Termination for Convenience

Tender for Supply and Commissioning of Laptop Computers
Tender reference: ELCOT/PID/ICB/LTC/PIII/2013-14

ELCOT may by written notice with a notice period of seven days sent to the SUPPLIER, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for ELCOT's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective. On termination, the SUPPLIER is not entitled to any compensation whatsoever.

- 23.** Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, at any time in connection with construction, meaning, operation, effect, interpretation or out of the contract or breach thereof, the same shall be decided by Sole Arbitrator to be appointed by the Managing Director of ELCOT.

If the Arbitrator so appointed dies, resigns, incapacitated or withdraws for any reason from the proceedings, another Arbitrator shall be appointed by the Managing Director of ELCOT. The Arbitrator so appointed shall proceed with the reference from the stage, where his predecessor had left if both parties consent for the same, otherwise, he shall proceed de novo.

It is a term of the contract that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration and not thereafter.

It is also a term of the contract that neither party to the contract shall be entitled to seek interest and the arbitrator should not grant interest.

The Arbitral Tribunal shall give reasoned award and the same shall be final, conclusive and binding on the parties.

Tender for Supply and Commissioning of Laptop Computers
Tender reference: ELCOT/PID/ICB/LTC/PIII/2013-14

The venue of the arbitration shall be Chennai and language English.

The fees of the Arbitrator and expenses incidental to the arbitration proceedings shall be borne equally by the parties.

Subject to as aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment in lieu thereof shall apply to the arbitration proceedings under this Clause.

- 24.** Subject to the above, the Courts at Chennai only shall have jurisdiction in this matter.

In Witness whereof the parties hereto have signed on the day, month and year above written in the presence of

	For and on behalf of Electronics Corporation of Tamil Nadu Limited		For and on behalf of SUPPLIER
Witnesses:		Witnesses:	
1.		1.	
2.		2.	

Technical Bid (Envelope-A)

1. The Bidders are requested to prepare the Technical Bid in the order of the heading given under.
2. Details shall be furnished for each criteria enclosing with the respective supporting documents to establish the eligibility of the Bidders.
3. The Technical Bid shall be printed in hard copy in the order of the heading, serially numbered and bound in book form.
4. All pages of the Technical Bid should be signed and stamped by the Authorised Signatory without fail.
5. (a) The Technical Bid in editable Word format shall be written in a CD-ROM super scribing the name of the Bidder using indelible ink and submitted in the Technical Bid cover.
(b) It is Bidder's responsibility to ensure that the Technical Bid submitted in printed hard copy and CD-ROM copy (as indicated above) are the same. In case of any discrepancy between the Bid submitted in hard copy and the CD-ROM copy, the Bid submitted in hard copy and duly signed by the bidder alone will be considered for the evaluation.
(c) The CD-ROM copy of the Technical Bid including blank Tender document may be in Word format/scanned image/PDF format.
6. The Bidders may please note that Price should not be indicated in the Technical Bid either in hard copy or in CD-ROM copy.

Authorised signature:
Name of the authorised person:
Designation:
Name of Bidder
Stamp of bidder

Tender for Supply and Commissioning of Laptop Computers
Tender reference: ELCOT/PID/ICB/LTC/PIII/2013-14

T1. Profile of the Bidder(s)

#	Particulars	Bidder/ Prime Bidder	Consortium Partner-1	Consortium Partner-2
1.	Name of the Company			
2.	Year of incorporation			
3.	Registered office			
	Address			
	Office Telephone Number			
	Fax Number			
	Contact Person			
	Name			
	Personal Telephone Number			
	Email Address			
5.	Local office in Tamil Nadu			
	Address			
	Office Telephone Number			
	Fax Number			
6.	Authorised signatories			
	Name			
	Address			
	Personal Telephone Number			
	Email Address			
7.	Address for communications under the current Tender			
8.	Registration Details			
	Permanent Account Number			
	VAT Registration Number			
	CST Registration Number			
	Service Tax Registration Number			
9.	Banker's Name, Address and Account Number			

T2. EMD Amount

#	Particulars	Please furnish details
1.	Name of the Bank	
2.	Demand Draft (DD) Number	
3.	DD Date	
4.	DD Amount	

T3. Sample Laptop Computer Test Report

(Please furnish the sample laptop computer test certificate obtained from the Government of India Testing Agency)

T4. Submission of Sample Laptop Computer to ELCOT

(Please furnish the details about the sample laptop computer models submitted to ELCOT for reference)

#	Parameters	Please furnish details
1.	Name of the Manufacturer	
2.	Make	
3.	Model number	
4.	No. of samples submitted to ELCOT	
5.	Date of submission	

T5. Authorisation letter/Power of Attorney

1. Please furnish Authorisation letter/Power of Attorney for the Authorised Signatory of the Tender authorised by the Managing Director/Board of Directors of the Bidding Company.
2. In case of Bid by Consortium, furnish the Power of Attorney for the Authorised Signatories of the Consortium Agreement authorised by the Managing Director/Board of Directors of partner Companies.

T6. Consortium Agreement

1. In case of Consortium of Bidders, furnish the original Consortium Agreement as specified in the Tender document signed by all the Authorised Signatories of Consortium partners.
2. Please include statement that all partners of the consortium shall be liable jointly and severally for the execution of the contract in accordance with the contract terms.
3. Please include precisely the role and responsibilities of each partner of the consortium in respect of the contract.

Tender for Supply and Commissioning of Laptop Computers
Tender reference: ELCOT/PID/ICB/LTC/PIII/2013-14

4. Please include statement authorising the Prime Bidder by the Consortium partners to act on their behalf to incur liabilities, to receive instructions for and on behalf of all partners of the consortium, to execute entire contract and to receive payment.

T7. Compliance with Eligibility Criteria

Bidders should furnish supporting documents to establish their Eligibility in the Technical Bid.

#	Description	Bidder/Prime Bidder	Consortium partner-1	Consortium partner-1
	Name of the Bidders			
1.	Details about Incorporation			
	a) Incorporation date			
	b) Nature of business incorporated			
	c) Whether Certificate of Incorporation enclosed?			
	d) Notarised English translation enclosed?			
2.	Experience laptop manufacturing business			
	a) Date of commencement of laptop computer production			
	b) Name of the Tax Authority/ Statutory Authority issued the certificate/ document			
	c) Whether certificate/ document enclosed?			
	d) Whether Notarised English translation?			
3.	Details about Annual Turnover			
	Year 2012-13			
	Year 2011-12			
	Year 2010-11			
	Year 2009-10			
	Whether Annual Report, Balance Sheet, Profit and Loss Accounts enclosed?			
	Whether notarised English Translation enclosed?			
4.	Details about laptop Manufacturing capacity			

Tender for Supply and Commissioning of Laptop Computers
Tender reference: ELCOT/PID/ICB/LTC/PIII/2013-14

#	Description	Bidder/Prime Bidder	Consortium partner-1	Consortium partner-1
	a) Address of the laptop manufacturing plant			
	b) What is the installed capacity of laptop manufacturing per year			
	c) Whether certificate/ documents enclosed for proof of manufacturing capacity?			
	d) Name of the Statutory Authority who issued the above certificate/ document.			
	e) Whether notarised English Translation enclosed?			
5.	Details about laptop sales			
	a) No. of Laptop Computers sold			
	b) Year of sales			
	c) What is the proof document for the sales enclosed?			
	d) Whether notarised English translation enclosed?			
6.	Details about quality certification			
	a) Date of validity of the ISO certificate			
	b) Whether copy of the ISO Certificate enclosed?			

T8 Existing Service Centres in Tamil Nadu if any

#	District	Taluks	Name, address, phone no. of service centres

T9. A full set of Tender Document signed and stamped

Bidder shall print a full set of Tender Document downloaded from the designated Web site or purchased from the ELCOT and the Authorised Signatory shall sign and stamp in all pages of the Tender Document. This should be enclosed in the Technical Bid.

Authorised signature:
Name of the authorised person:
Designation:
Name of Bidder
Stamp of bidder

Tender for Supply and Commissioning of Laptop Computers
Tender reference: ELCOT/PID/ICB/LTC/PIII/2013-14

Price Bid (Envelope-B)

#	Details	Cost per Laptop Computer (For delivery at the designated location)	
		Amount in Figure (INR)	Amount in Words
1.	Basic Cost		
2.	Customs Duty with Counter Veiling Duty or Excise Duty		
3.	Central Sales Tax (CST)		
4.	Tamil Nadu Value Added Tax (TNVAT)		
5.	Others		
	Total cost per Laptop Computer		

Note: In cases of discrepancy between the cost quoted in Words and in Figures, the lower of the two will be considered.

Authorised signature:
Name of the authorised person:
Designation:
Name of Bidder
Stamp of bidder