

(A UP GOVT. UNDERTAKING)

Corrigendum - V

For

SELECTION OF VENDOR FOR THE SUPPLY OF LAPTOPS FOR DISTRIBUTION TO MERITORIOUS HIGH SCHOOL & INTERMEDIATE LEVEL STUDENTS OF UTTAR PRADESH [Dated: 06th May 2016]

Tender No: UPLC/HW/2015-16/25

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1.	III	3.3	26	Processor: Intel Pentium Dual Core or equivalent AMD Processor with processor Speed of 2.0 GHZ or higher	We propose to have the latest technology processor, both Intel & AMD have their latest processor on Quad Core, most of the state education tenders in 2015- 2016 are with Quad Core technology, proposed specs as below: Intel Pentium Quad Core OR Equivalent AMD Quad Core Processor with Processor Speed of 2.0 GHz, 2	Intel Pentium Dual Core 3825u Processor or Higher OR AMD A6 7310 Processor or Higher
2.		3.3	26	Memory: 2 GB DDR 1333 MHz RAM expandable to 4 GB	MB Cache or higher2 GB Memory module is nearing end of life and 4 GBmemory is available at the same price, this will alsoensure better performance of Laptops, We proposethe following:4GB DDR3 1333 MHz RAM	4GB DDR-3 1333/1600 MHz RAM
3.	111	3.3	26	Qualifying Bench Mark with Score: BAPCO Sys Mark 2007 overall score of minimum 130 or Higher with Windows 7 Professional and 2 GB Memory OR BAPCO Sys Mark 2014 overall score of 530 or Higher	Any benchmark score is a subset of the processor, and should be concluded basis the final processor specification	BAPCO SysMark 2007 overall score of minimum 120 or Higher with Windows 7 professional with 4GB Memory.
4.	111	3.3	26	Operation System: Pre Load Dual Boot # Primary Boot Windows 8.1 National academic edition or higher with preloaded Antivirus Hindi and Urdu Unicode font with keyboard interface for typing in word processor, Spread sheet and presentation purpose. # Secondary Boot – Ubuntu / BOSS Linux	Hindi and Urdu Unicode font support is dependent on the OS proposed by Microsoft. We would need a Multilanguage OS in the MS Letter of Eligibility (LOE), Keyboard layout will be in English	As per RFP
5.	III	3.3	27	 Enabled Manageability and Traceability feature of Laptop: a) The Device should be loaded with a cloud based management software that is capable of contextually managing and monitoring devices pushing applications and content, pushing group based message, managing through a remote web based control center and provide web based MIS dashboard. b) The End users should not be able to uninstall this 	We request you to kindly provide us with the Cloud based software which we will preloaded in all Laptops, as this is supposed to centrally managed, also HP will not be able to provide post service support as this will be a 3 PO Product, kindly clarify	As per RFP a) The Device should be loaded with a cloud based management software that is capable of contextually managing and monitoring devices pushing applications and content, pushing group based message, managing through a remote web

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				software and it should function both in online and offline modes.		based control center and provide web based MIS dashboard.
				c) At least 20,000 devices containing this cloud based management software should have been deployed by any of the state governments in India.		b) The End users should not be able to uninstall this software and it should function both in online and offline modes.
						c) At least 20,000 laptops containing this cloud based management software should have been deployed by any of the state governments in India.
				• Selected Bidder(s) should permanently burn the Logo	Request for sharing the Logo with L1 Vendor for getting the prework done	As per RFP
6.		3.3	27	of UP Government and other information like "Presented by - Hon'ble Chief Minister or Department Name" (as desired by the State Government) in the BIOS / FIRMWARE; that should not be removed by any normal / usual techniques.		
				 Screen Printing of Logo or UP Government and other information like "Presented by - Hon'ble Chief Minister or Department Name" (as desired by the State Government) in the body of the Laptop. Laptop must have operational capabilities in English, 	Hindi and Urdu Unicode font support is dependent on the OS proposed by Microsoft. We would need a Multilanguage OS in the MS Letter of Eligibility (LOE), Keyboard layout will be in English	As per RFP
				Hindi and Urdu language.		
7.	Section-III- Scope Of Work.	3.3.Technical Specifications	26	Qualifying Benchmark with Score. BAPCO SysMark 2007 overall score of minimum 130 or Higher with Windows 7 Professional and 2 GB Memory OR BAPCO SysMark 2014 overall score of 530 or Higher.	X86-64bit quad-core microprocessor with a minimum PCMark 8v2 Work Accelerated score of 2000 or better, supporting AES encryption	As per Sr. No. (3) above
8.	Section III	3.3	26	Input Voltage Range 110V- 250V, 50 Hz AC power adapter with necessary cables	Input Voltage Range 110V- 240V, 50 Hz AC power adapter with necessary cables	Input Voltage Range 110V- 240V, 50 Hz AC power adapter with necessary cables

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9.	Section III	3.3	27	Screen Printing of Logo or UP Government and ot her information like "Presented by - Hon'ble Chief Mini ster or Department Name" (as desired by the State Government) in the body of the Laptop.	Tamper proof stickers of Logo or UP Government and other information like "Presented by - Hon'ble Chief Mi nister or Department Name" (as desired by the State Government) in the body of the Laptop.	As per RFP
10.	Section III- Scope of Work	3.3 Technical Specifications	27	Intel Pentium Dual Core or equivalent AMD Processor with processor Speed of 2.0 GHZ or higher.	We suggest As SysMark score 130 is asked which directly connect with performance evaluation of Laptop then defining processor clock speed doesn't add any value, kindly remove	As per Sr. No. (3) above
11.	Section III- Scope of Work	3.3 Technical Specifications	27	Memory : 2 GB DDR 1333 MHz RAM expandable to 4 GB	We recommend as per industry standard memory expandability to minimum 8 GB & have 2 DIMM Slots as it will enable students to have more cost effective options for upgradability in future.	As per Sr. No. (2) above
12.	Section III- Scope of Work	3.3 Technical Specifications	27	LAN: Ethernet Controller 10/100/Mbps or Higher	To be Gigabit LAN	Gigabit LAN
13.	Section III- Scope of Work	3.3 Technical Specifications	28	Enabled Manageability and traceability feature of laptop	Enabled Manageability and traceability feature of laptop: we would need to ask customer to de link the same from our Scope of work We can ask them to include this software as part of their image but functionality of the same has to be customer responsibility In Chattisgarh pre bid same was raised by all OEM's and seems it is getting accepted by customer.	As per Sr. No. (5) above
14.	Section III- Scope of Work	3.3 Technical Specifications	28	Certifications : Energy Star® / BEE Version I, RoHS, Windows and Linux Compliance Certificate	Seek clarity if any specific Linux Certification is required and if self-declaration will work?	As per RFP
15.	VII	7.12	106	Intel Pentium Dual Core or equivalent AMD Processor with processor Speed of 2.0 GHZ or higher.	Request change of Clock speed to be 1.9GHz or higher	As per Sr. No. (1) above

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16.	VII	7.12	106	BAPCO SysMark 2007 overall score of minimum 130 or Higher with Windows 7 Professional and 2 GB Memory OR BAPCO SysMark 2014 overall score of 530 or Higher.	Since the processor specification is given, request you to remove benchmark or vice versa	As per Sr. No. (3) above
17.	VII	7.12	106	Preloaded Dual Boot – # Primary Boot Windows 8.1 National academic edition or higher with preloaded Antivirus. Hindi and Urdu Unicode font with keyboard interface for typing in word processor, Spread sheet and presentation purpose. # Secondary Boot – Ubuntu / BOSS Linux	Dual boots not a standard offering on laptops. Request to change this to either Ubuntu or Microsoft OS	As per RFP
18.	VII	7.12	107	0-55 Degree Centigrade	Operating temperature to be 35 degrees or lower as per the standards of laptop	0-45 Degree Centigrade
19.	VII	7.12	107	a) The Device should be loaded with a cloud based management software that is capable of contextually managing and monitoring devices pushing applications and content, pushing group based message, managing through a remote web based control center and provide web based MIS dashboard.	Request clarification on software w.r.t OS compatibility , specific vendor of the software and POC update if any done till date	As per Sr. No. (5) above
20.	VII	7.12	107	b) The End users should not be able to uninstall this software and it should function both in online and offline modes.	Request clarification on software w.r.t OS compatibility , specific vendor of the software and POC update if any done till date	As per Sr. No. (5) above
21.	VII	7.12	107	c) At least 20,000 devices containing this cloud based management software should have been deployed by any of the state governments in India.	Request clarification on software w.r.t OS compatibility , specific vendor of the software and POC update if any done till date	As per Sr. No. (5) above
22.	VII	7.12	107	Standard Rechargeable 6 Cell Li-Ion (45 WHr) or higher with minimum 3 Hours backup or more	Request you to Change the battery specification to 3 hr back up or more and remove the Cells or rating.	Standard rechargeable Li-Ion (45 WHr or Higher) with minimum 03 hours backup or more.
23.	VII	7.12	106	Standard full size Keyboard with Rupee Symbol touch pad	Request you to mention only Standard full size Keyboard	As per RFP
24.	VII	7.12	108	Laptop must have operational capabilities in English, Hindi and Urdu language.	Typing interface , keyboard, can only be in english for support on application and OS. Request you to seek clarity from Microsoft also in this regard	As per RFP

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25.	Section III	3.3	27	Processor (Minimum): Intel Pentium Dual Core or equivalent AMD Processor with processor Speed of 2.0 GHZ or higher.	In order to allow wider choice of platforms to OEMs, we would request you to consider removing "Pentium® 2.0 GHz" from the specification. Latest Processors can achieve similar or higher performance score even at lower frequency.	As per Sr. No. (1) above
26.	Section III	3.3	27	Qualifying Benchmark with Score : BAPCO SYSMark 2007 overall score of minimum 130 or Higher with Windows 7 Professional and 2 GB Memory OR BAPCO SYSMark 2014 overall score of 530 or Higher.	Since you are requesting for systems based on Microsoft windows 8 and above, we would recommend you to keep SYSmark* 2014 in your performance criteria all the times, which includes tests based on latest versions of MSOffice* and other business applications. SYSmark* 2007 will not work on windows 8 environment and the same time latest generation processors work well only with windows 8 operating systems.	As per Sr. No. (3) above
27.	Section III	3.3	27	Office suite and others Office 2010 Professional with MS Visio Academic.		Office suite and others MS Office 2010 or Higher Professional Academic and latest version of Open Office preloaded.
28.	I	1.5 (8)	15	Bidders shall submit, along with their Bids, Earnest Money Deposit (EMD) of INR 2,00,00,000/- (Rupees Two Crores only), in the form of a crossed Demand Draft / Banker's Cheque drawn on any Scheduled Banks, payable at Lucknow, in favor of "U.P. Electronics Corporation Limited" or Bank Guarantee of Scheduled Bank in favour of "U.P. Electronics Corporation Limited" valid for a period of one year.	Kindly provide the BG format for EMD preparation.	Please refer Annexure - 1 of this Corrigendum
29.	V	5.24 (c)	54	 The successful Bidder shall at his own expense may deposit with UPLC, within 15 (fifteen) days after the receipt of notification of award of the Contract (Letter of Intent) from UPLC, an unconditional and irrevocable Performance Bank Guarantee (PBG) from a Scheduled Bank acceptable to UPLC, in the format prescribed in Annexure - 2, payable on demand, for the due performance and fulfillment of the Agreement by the Bidder. The Performance Guarantee shall be valid for six months post completion of the warranty period, i.e., 20 months after final acceptance sign off as per section 3.13. 	We understand the Performance Guarantee shall be valid for 20 months from date of PO/NOA, not from final acceptance sign off (as the performance guarantee need to be provided within 15 days of receipt of NOA). Kindly confirm.	The Performance Bank Guarantee shall be valid for $20\frac{1}{2}$ months from the date of issuance of contract award to the selected Bidder.
30.	111	3.5	28	1) The Bidders are responsible to submit and obtain test report for the sample Laptop model having specification equal to or better than the Technical Specification given in Section 3.3 above for testing by	We request to remove the requirement of Sample Laptops and Test certificate along with Qualification bid. 1. It would not be possible to submit the unit to ETDC	Point No. 1: As per the RFP Point No. 2:

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				either of the Testing Agencies specified below: a) Standardization, Testing and Quality Control (STQC) b) Electronics Testing and Development Centre (ETDC) c) Electronics Regional Test Laboratory (ERTL) 2) It is the sole responsibility of the Bidders to submit the samples and get the testing of the Laptops completed and furnish the test report along with the Qualification Bid.	final image creation.2. Minimum Testing time required by UPLC is 1Month, hence there is no sufficient time for getting the unit tested right now.	 a) Last Date of Bid Submission (with sample laptop and test report): 20th June 2016, up to 14:00 Hrs b) Opening of Qualification Bid: 20th June 2016 at 15:00 Hrs c) Technical Presentation: 23rd June 2016 at 11 AM at the office of UP Electronics Corporation Ltd. d) Date of Opening of Commercial Bid for Technically Qualified Bidders: 27th June 2016 at 16:00 Hrs Point No. 3: Same as point no. 2
31.	111	3.9	32	The selected Bidder shall be responsible for acquiring comprehensive insurance including transit insurance, liability insurance and any other insurance for the Laptop, data, software etc. till the delivery & acceptance by the respective SDM or officer designated by concerned District Magistrate in each District.	 We understand that the insurance risk cover by vendor will be till delivery and physical acceptance by the consignee. Kindly confirm. HP is self insured and will provide its own self insurance certificate, covering all risks till delivery of materials to consignee at Tehsil. 	above. Point No. 1: Yes, As per the RFP Point No. 2: As per the RFP
32.	111	3.10	32	Delivery Schedule: 10% within 0-30 days from date of contract signing 30% within 31-40 days 30% within 11-50 days 30% within 51-60 days	In view of the large quantities involved in this order, HP would like to propose for an extension of delivery timelines as mentioned below: 10% - 0 to 60 days 30% - 61 to 90 days 60% - 91 to 120 days	Delivery Schedule: - 10% of the ordered quantity - 0-45 days from date of contract signing - 30% of the ordered quantity - 46-60 days - 60% of the ordered quantity - 61-75 days
33.	111	3.12	32	The selected Bidder shall conduct a basic demonstration to student beneficiaries. The demonstration shall be done at a predetermined location in each district. The location details will be shared later.	 Kindly clarify if the Demonstration to Students will be done at a single location in each District. We request to remove the requirement of "Completion of Demonstration to Students" for release of 90% payments, as this activity has a lot of dependency on availability of Students, and may delay the payment release of vendor. 	The Demonstration shall not be required to be done by the Bidder and hence, shall not be a criteria for payment release to the vendor.
34.	VI	6.24	69	 2) Schedule and Documents linked to payment milestone: a) Delivery - 90% - Inv/OEM Quality Cert/Insurance Cert/PDI report by TPA/Deliver Ack at District level/Post Delivery Insp Cert/Service Centre Operation, Cert/ Demonstration Cert. b) Warranty of 1 year - 10% - Successful completion of 1 year warranty from date of final acceptance. 	We propose below milestones for release of payments: - 95% on Delivery - 5% on completion of Post Delivery Inspection and submission of the 5% Bank Guarantee for Performance.	As per the RFP

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35.	VIII	8.2 (h)	114	The Bidder will ensure that the prices / cost for all the licenses (if any) discovered during the Bid process will be valid for the entire period of the Agreement and without any additional Operational and Maintenance charges for the same.	The products to be supplied are dependent on imports. The price is based on Foreign Exchange rate on the date of bid submission. We request to include a provision for an equivalent adjustment in contract price, if there is exchange rate fluctuations in excess of 5% of the base rate.	As per the RFP
36.	111	3.5	28	The Bidders are required to submit sample Laptop along with the RFP at the time of submission of Bids. The performance of the sample Laptop may be evaluated by the TTEC to see if it conforms to the Test Report submitted by the Bidder. Two Models of Laptops may be offered under the RFP, but the price bid shall be only one.	to Bidder, and when these will be returned.	As per the clause no. 5.7 of the RFP, sample laptop(s) and its test report(s) will be part of the qualification bid and become property of UPLC which will not be returned.
37.	III	3.7	31	UPLC may nominate its own officers or Technical officers to visit the manufacturing plant of the selected Bidder, the cost of the visit shall be borne by the Bidder. This would be in addition to the third party inspection.	We request for Customer to bear any expenses incurred by their own personnel.	As per the RFP
38.	111	3.7	31	For Bidders manufacturing Laptops outside India, the manufacturers shall at his discretion arrange a warehouse at the Port of Landing or any convenient location within India with all required facilities for PDI. TPA shall conduct the inspection and specification conformity at these Locations. Details of the Storage locations shall be provided to UPLC.	The % of sample to be tested during the PDI is not specified. HP proposes a sample of 1% of the quantity to be tested during PDI. This would serve the purpose of quality control and at the same time expedite the movement of materials, resulting in on time execution and lower overall project cost.	As per the RFP
39.	VI	6.22	69	The Vendor shall, if ordered in writing by UPLC's representative, temporarily suspend the works or any part thereof for such a period and such a time as ordered. The Vendor shall not be entitled to claim compensation for any loss or damage sustained by him by reason of temporary suspension of the Works as aforesaid.	HP requests UPLC for a 60 days notice before any kind of suspension of work.	As per the RFP
40.	III	3.13	34	The date on which such Receipt is signed shall be deemed to be the date of acceptance and commissioning of the system and the warranty of the Laptop starts from that date.	We propose for Warranty to start from date of acceptance, or from 30 days of delivery of materials, whichever is earlier. Kindly confirm.	As per the RFP
41.	111	3.14.1 (a)	34	The Selected Bidder is required to provide a comprehensive warranty for the Laptop including Battery and power adapter supplied for a period of 12 months.	HP assumes that the Warranty requirement will be 'Carry in' to service centre and not onsite on customer/user premises. Request your confirmation.	As per the RFP. The warranty shall be carry in to the service centers.

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42.	IV	4.2.4	40	Help Desk Services related SLA and Penalties	HP proposes for removal of penalties on 'Help Desk Services'.	As per the RFP
43.	VI	6.24	69	Payments will be released by the concerned DM's only on satisfactory acceptance of the deliverables for each Task as per the following schedule:	 HP would like to request for centralized bill submission and release of payments from a single location. HP requests UPLC to provide Bidder with the detailed contact matrix (contact person name & position, phone, e-mail) for bill submission and release of payments and also the escalation path to be followed in case of any delay in receipt of payments, before the signing of final contract. 	Point No. 1: As per the RFP Point No. 2: UPLC will provide the required list/contact matrix to the selected bidder at the time of contract signing.
44.	VI	6.25 (b)	70	Payment for invoices shall be made within 45 working days of the receipt of Invoice by DM upon completion of the said activities as mentioned in the Agreement.	HP proposes for payment to be released within 30 calendar days of HP's invoice date. Any extended payment terms will have an adverse impact on project cost.	As per the RFP
45.	V	5.26	54	Bidder, while quoting against this RFP, must take cognizance of all concessions permissible under the statutes including the benefit under Central Sale Tax Act, 1956, failing which it will have to bear extra cost where Bidder does not avail concessional rates of levies like customs duty, excise duty, sales tax, etc. UPLC will not take any responsibility towards this. However, UPLC may provide necessary assistance, wherever possible, in this regard.	HP requests UPLS to clarify if the customer enjoys any exemption benefits on VAT, CST or Customs. Also please clarify if the customer can give any tax concession forms, for CST billing.	As per the RFP
46.	VI	6.24 (b)	70	Additionally, all payments to be made to the Vendor shall be inclusive of all statutory levies, duties, taxes and other charges whenever levied / applicable. Any increase in rates of all applicable direct or indirect taxes (central or state or local), rates, duties, charges and levies (central or state or local); will be to the account of Vendor.	 HP would like to propose: If any rates of Tax, Duties or Govt/Local body levies are increased or decreased, a new Tax is introduced, an existing Tax is abolished, or any change in interpretation or application of any Tax occurs in the course of the performance of this Contract, such change will be borne by the Customer. Kindly confirm. Octroi / Entry Tax shall be paid by Customer to HP at actuals on production of necessary documentary proofs. Kindly confirm. 	As per the RFP

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47.	III	3.10 (b)	32	The Laptops shall be delivered as per the consignee list provided by UPLC / GoUP to District Headquarters at the location selected by the concerned SDM or officer designated by concerned District Magistrate to store the Laptops.	Purchaser to provide all road permits, required for billing from outside the state? Request your confirmation on the same.	The State will provide Road permits for all the lots which are dispatched to different Tehsils. A suitable mechanism of issue of Road permits shall be decided by the State Government and conveyed to the successful Bidder before the signing of the Agreement.
48.	VI	6.17	67	 a. The Vendor shall execute and furnish to UPLC a Deed of Indemnity in favour of "UPLC" in a form and manner acceptable to UPLC / GoUP, indemnifying UPLC and GoUP from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind howsoever suffered, arising or incurred inter alia during and after the Agreement period out of: Any negligence or wrongful act or omission by the Vendor or the Vendor's Team in connection with or incidental to this Agreement; or A breach of any of the terms of Vendor's Bid as agreed, the RFP and this Agreement by the Vendor or the Vendor's Team. The indemnity shall be to the extent of 100% in favour of UPLC / GoUP. 	HP proposes the following clause to be substituted with the existing clause:- HP will defend and/or settle any claims against Customer that allege that an HP- branded product or service as supplied under this Agreement infringes the intellectual property rights of a third party. HP will rely on Customer's prompt notification of the claim and cooperation with our defense. HP may modify the product or service so as to be non-infringing and materially equivalent, or we may procure a license. If these options are not available, we will refund to Customer the amount paid for the affected product in the first year or the depreciated value thereafter or, for support services, the balance of any pre-paid amount or, for professional services, the amount paid. HP is not responsible for claims resulting from any unauthorized use of the products or services.	As per the RFP
49.		6.14 (d)	67	Maintain standard forms of comprehensive insurance including liability insurance, system and facility insurance and any other insurance for the Assets, data, software, etc. in the joint names of UPLC and the Vendor, where UPLC, shall be designated as the "loss payee" in such insurance policies.	This will not be applicable for the scope of work in this tender. Kindly confirm.	As per the RFP
50.	VII	6.34 (b)	77	Any dispute or difference whatsoever arising between the parties to the Agreement out of or relating to the construction, meaning, scope, operation or effect of the Agreement or validity of the breach thereof, which cannot be resolved through negotiation process, shall be referred to a sole Arbitrator to be mutually agreed by both the parties. In the event of disagreement between the parties the sole Arbitrator shall be appointed by GoUP. The Provision of Arbitration and Conciliation Act 1996 shall apply. The Arbitration shall be held in Lucknow, India and the language shall be English only.	between the parties, the sole arbitrator shall be appointed by Chief Justice, High Court of Lucknow.	As per the RFP

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51.	VII	Clause 7.7		I have carefully gone through the Terms & Conditions contained in the RFP Document [No] regarding Supply of Laptops throughout the State of Uttar Pradesh. I hereby declare that my Company has not been debarred / black listed by any Ministry/Department of Government of India or State Government. I further certify that I am competent officer in my Company to make this declaration.	terms in Page 22, Clause 2.1, Point 11: "I have carefully gone through the Terms & Conditions contained in the RFP Document [No] regarding Supply of	As per the RFP
52.	IV	4.1	38	"Incident" refers to any event specifying the defect in Laptop or its component and accessory; virus in Laptop or Operating System Problem or problems in pre- loaded software.	HP requests to remove the terms 'virus in Laptop computer' from the definitions of 'Incident'. Although, the laptops will have standard antivirus, the risk of virus in laptop is largely dependent on the type of use.	As per the RFP
53.	VI	6.4 (viii)	61	The Vendor at any point during performance of the Agreement, should technological advances be introduced by the OEM / Vendor for Information Technologies originally offered by the OEM / Vendor in its Bid and still to be delivered, the Vendor shall be obligated to offer to UPLC the latest versions of the available Information Technologies having equal or better performance or functionality at the same or lesser unit prices.	HP submits that any releases, upgrades and updates should be ordered separately and additional fees are applicable for the same. Standard software updates to be provided. Upgrades to be provided at mutually agreed prices	As per the RFP

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54.	IV	6.4 (ix) & (xi)	62	 ix. The Vendor shall provide a warranty for a period of 12 months from the date of supply & commissioning as per the delivery schedule of the Agreement. The Vendor shall ensure defect free operation and shall repair / replace any such hardware components and reinstall software / operating system during the entire warranty period. No additional costs shall be paid separately for the warranty other than the costs quoted by the Vendor and as specified in the Agreement. x. During the comprehensive warranty period, the Vendor shall repair or replace the defective components or entire Laptop including battery and power adapter subject to the suitability, as per the Agreement at no additional cost to the UPLC or the stakeholders. 	HP proposes to replace the existing clause with the proposed clause:- When we receive a valid warranty claim for an HP hardware or software product, HP will either repair the relevant defect or replace the product. If HP is unable to complete the repair or replace the product within a reasonable time, Customer will be entitled to a full refund upon the prompt return of the product to HP (if hardware) or upon written confirmation by Customer that the relevant software product has been destroyed or permanently disabled. HP will pay for shipment of repaired or replaced products to Customer and Customer will be responsible for return shipment of the product to HP	As per the RFP
55.	VI	6.27 (d)	73	UPLC reserves the right to terminate the Agreement with 30 days' notice.	HP proposes that it shall be paid for all products delivered / services rendered up to the effective date of termination and request corresponding change to be made to the provision	As per the RFP
56.	VI	Clause 6.35	77	 Except in case of gross negligence or willful misconduct on the part of the Vendor or on the part of any person or firm acting on behalf of the Vendor in carrying out the work, the Vendor, with respect to damage caused by the Vendor to UPLC's property, shall not be liable to UPLC: i. for any indirect or consequential loss or damage; ii. for any direct loss or damage that exceeds the total value of the Agreement or the proceeds the Vendor may be liable to receive from any insurance maintained by the Vendor to cover such a liability, whichever is higher. This limitation of liability shall not affect the Vendor's liability, if any, for damage to Third Parties caused by the Vendor or any person or firm acting on behalf of the Vendor in carrying out the Services. There shall be no limitation of liability in case of any damages for bodily injury (including death) and damage to real property and tangible personal property. 	Except for the amounts in respect of claims for bodily injury (including death), the aggregate liability of HP for direct losses or damages including damages attributable to gross negligence, willful misconduct, damage to real property, damage to tangible personal property, and damages to 3rd parties shall be limited to the Purchase order value. HP also requests delinking the liability limit from the Insurance proceeds since it is not an Insurance Company and would not be in a position to take an insurance to cover the liability sought as per the tender.	As per the RFP

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57.	Section II	2.1 (6)	19	The Bidder should have positive Net Cash Accruals (Profit after Tax + Depreciation – Dividends) in each of the previous three financial years (i.e. 2012-2013, 2013-2014, 2014-2015).	We suggest: Option I: The Bidder should have positive Net Cash Accruals (Profit after Tax + Depreciation – Dividends) in any three financial years out of last five financial years (i.e. 2010-2011, 2011-2012,2012-2013, 2013- 2014, 2014-2015). Option II: The Bidder should have positive Net worth in last three financial years. (2013-2014, 2014-2015).	The Bidder should have positive Net Cash Accruals (Profit after Tax + Depreciation – Dividends) in any of the two years out of last three financial years (i.e. 2012-2013, 2013- 2014, 2014-2015).
58.	Section II	2.1 (17)	22	The Bidder should submit a Sample Laptop along with Test Report of the submitted sample Laptop Note: In case two test reports are submitted, two Sample Laptops along with the corresponding Test Reports of the submitted sample Laptops shall be submitted.	As the model would be decided after the specification is finalized post pre bid meeting. The ERTL testing takes around 4 weeks. Accordingly we suggest that 5 week time should be given to submit the sample and ERTL test report from the date of finalization of specification or corrigendum after pre-bid meeting.	Please refer Sr.No. 30, Point No. 2 of this Corrigendum
59.	Section III	3.1	31	Quantity to be delivered: 10% of ordered quantity (0-30 days)	Quantity to be delivered: 10% of ordered quantity (0- 60 days)	Please refer S.No. 32 of this Corrigendum
60.	Section VI	6.24	69	Payments will be released by the concerned DM's only on satisfactory acceptance of the deliverables for each Task as per the following schedule.	We request the payment to be released centrally by UPLC on satisfactory acceptance of the deliverables for each task as per the following schedule.	As per the RFP
61.	Section VI	6.24	69	10% of order value: Payable against successful completion of the warranty for the period of one year from the date of Final Acceptance sign off as per section 3.13	We request the payment balance 10% to be released against submission of performance bank guarantee of 5%.	As per the RFP
62.	Section IV	4.2.2	38	A Penalty of 1% for first two weeks, 2% per week for every subsequent week subject to a maximum of 10% of the undelivered quantity.	A Penalty of 0.25% for first two weeks, 0.5% per week for every subsequent week subject to a maximum of 5% of the undelivered quantity.	As per the RFP
63.	Section III	3.14.	34	Warranty Services	We understand warranty services are to be provided at district lever service centre of the bidder. Kindly confirm.	Yes, as per the RFP
64.	Section V	5.16.7	50	Opening and Comparison of Commercial Bids	We suggest order to be split between L1 and L2 bidder in the ration of 60:40 provided L2 bidder matches L1 prices.	As per the RFP

Sr. No.	Section No.	Clause No.	Page No.	Reference from RFP	Clarification Sought	Response / Amendment
65.	Section II- Qualification Criteria	2.1	20	Point 3. The Bidder should be an established Original Equipment Manufacturer (OEM) in India or Abroad for Laptops / PC's and should have been in this business for a period exceeding five years as on 31.03.2015 Document need to submit: Work Orders along with the completion Certificate / satisfactory client Certificate confirming year and Area of activity.	Only Work Orders copy need to submit or MOU, AOA Balance Sheet etc. will also acceptable.	As per the RFP
66.	Section II- Qualification Criteria	Section II- ualification 2.1 20 INR 250 Crores generated from Hardware supply and their associated maintenance services. INR 1000 crores per year from Hardware supply and their associated maintenance services for the last 03 years so that Govt of UP & students get		As per the RFP		
67.	Section II- Qualification Criteria	2.1	20	Point 5: The Bidder should have an average annual turnover of at least INR 750 Crores during the last three financial years (i.e. 2012-2013, 2013-2014, 2014-2015).	We strongly disagree to this criteria, our recommendations is that turnover of the bidder should be at least INR 2000 crores per year for the last 03 years so that Govt of UP & students get reputed brands of Laptops.	As per the RFP
68.	Warranty Services	3.14.1.	35	Point C: The warranty shall cover the system software, pre-loaded software and all the hardware parts	As per industry standard OS & Software's are not come under warranty & Plastic parts, burn/ break cases are also not cover under warranty.	As per the RFP
69.	Section V- Instructions to Bidders	5.16.7	51	In case L1 backs out, the RFP shall be cancelled & Bids shall be invited again. L1 shall however be blacklisted from participating in any future bidding of GoUP projects and are liable for legal action by UPLC / GoUP.	We suggest In case the L1 bidder backs out then the order should be split between L2 & L3 Bidder in 60:40 ration respectively on matching the L1 price.	As per the RFP
70.	Section VI- General Conditions of Agreement	6.24. Payment Schedule	70	10% of order value On completion of Warranty of 1 year from the Date of Final acceptance sign off.	We suggest As per tender to release balance payment of 10% within 45 days from the date of final acceptance. As PBG of 5% will submit for 20 months.	As per the RFP
71.	Section IV - Service Level Agreement	4.2.1. Pre- Dispatch Inspection	38	Penalty of INR 50,000 every 1 week of delay in issue of notice on a weekly incremental basis of INR 50,000 subject to a maximum of INR 2,00,000 per lot.	We suggest Penalty of INR 50,000 every 1 week of delay is very high kindly amend this to INR 10,000 with am maximum cap of 50,000.	As per the RFP
72.	Section IV - Service Level Agreement	4.2.2 Delivery Schedule Levels	39	A Penalty of 1% for first two weeks, 2% per week for every subsequent week subject to a maximum of 10% of the undelivered quantity.	We suggest as per industry in standard A Penalty of 0.5% for first two weeks, 1% per week for every subsequent week subject to a maximum of 5% of the undelivered quantity.	As per the RFP

Sr. No.	Section No.	Clause No.	Page No.	Reference from RFP	Clarification Sought	Response / Amendment
73.	Section IV - Service Level Agreement	4.2.3. Warranty obligations	39	Incident 1	0.1% for T1, 0.5% for T2 & 1% maximum	As per the RFP
74.	Section IV - Service Level Agreement	4.2.3. Warranty obligations	39	Incident 2	0.5% for T1, 1% for T2 & 2% maximum	As per the RFP
75.	Section IV - Service Level Agreement	4.2.3. Warranty obligations	40	Incident 3	A Penalty of 3% per week subject to a maximum of the total value of the Laptop.	As per the RFP
76.	Section IV - Service Level Agreement	4.2.4. Help Desk Services	40	Help Desk Services related SLA Penalty	Help Desk Services related SLA Penalty are to high kindly relax them by 50%.	As per the RFP
77.	Section III- Scope of Work	3.5. Sample Laptop Presentation	28	The Bidders are required to submit sample Laptop along with the RFP at the time of submission of Bids. The performance of the sample Laptop may be evaluated by the TTEC to see if it conforms to the Test Report submitted by the Bidder. Two Models of Laptops may be offered under the RFP, but the price bid shall be only one.	We request UPLC to kindly provide minimum 30 days time after bid submission for Laptop presentation along with Test report	Please refer Sr.No. 30, Point No. 2 of this Corrigendum
78.	Section A - Tender Notice	Bid Submission	7	4th March 2016 till 14:00 hrs	We request UPLC to kindly extend bid submission for 30 days till 4th April 2016.	Please refer Sr.No. 30, Point No. 2 of this Corrigendum
79.	111			Service Centre Setup	Would request you to adhere to SLA of Onsite service within Next Business Day instead of service centre setup. If we calculate approx. 500 laptops will be issued in each district. Having a dedicated service centre for 500 laptops is not viable. Hence request you to kindly change this to onsite warranty with NBD support.	As per the RFP
80.	VI	6.24 a		S.No. 1, "Documents" Column, Point 5, "Delivery acknowledgment at District Level as per Annexure-10"		Please refer Annexure - 2 of this Corrigendum for "Delivery Acknowledgment at District Level" format
81.	Section A - Tender Notice		7	Invitation to Bid for Supply of approx. 40,000 Laptops		The Number of laptops to be supplied shall be read as Approx. 80,000 in the RFP wherever mentioned

Sr. No.	Section No.	Clause No.	Page No.	Reference from RFP	Clarification Sought	Response / Amendment
82.	Section A - Tender Notice		7	Earnest Money Deposit (EMD) - INR 2,00,00,000/- (Rupees Two Crores only), in the form of a crossed Demand Draft/ Banker's Cheque/Bank Guarantee		The EMD amount shall be read as INR 4,00,00,000/- (Rupees Four Crores only) in the RFP wherever mentioned.
83.	Section-II		19			The mentioned clause at Sr. no (5) of the corrigendum shall also be the part of the Eligibility criteria of Section-II of the RFP "At least 20,000 laptops containing this cloud based management software should have been deployed by any of the state governments in India."
84.	Annexure - 4		124	Test report		Please refer Annexure-3 of the Corrigendum for the updated Test Report

Annexure – 1: Proforma of Bank Guarantee towards EMD / Bid Security

BID BOND	
Reference No.:	Date:
Bank Guarantee No.:	

Τo,

The Managing Director U.P. Electronics Corporation Limited

10, Ashok Marg, Lucknow - 226001

Tel: 0522-2286808, 2286809

Fax: 0522-2288583

Whereas	(here in after called "the Bidder") has submitted its Bid dated				
(Date) in response to the Tender No:	for Selection			
of Vendor for the	Supply of Laptops for distribution to meritorious	High School & Intermediate level			
students of Uttar I	Pradesh (here in after called "the Bid") KNOW ALL I	MEN by these presents that We			
havir	ng our registered office at	(hereinafter called			
the "Bank") are bou	ind unto U.P. Electronics Corporation Limited, Luckr	now (hereinafter called "UPLC") in			
the sum of	for which payment well and truly	to be made to the said UPLC itself,			
its successors and	assignees by these presents.				

The conditions of these obligations are:

1. If the Bidder withdraws its Bid during the period of Bid validity or

2. If the Bidder, having been notified of the acceptance of its Bid by UPLC during the period of Bid validity:

- 1. fails or refuses to execute the Agreement form if required; or
- 2. fails or refuses to furnish the performance security, in accordance with the Bid requirement ;

We undertake to pay UPLC up to the above amount upon receipt of its first written demand, without UPLC having to substantiate its demand, provided that in its demand UPLC will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to (Date) and any demand in respect thereof should reach the Bank not later than the above date.

Date	
Place	Signature
Witness	Printed Name

(Bank's common seal)

Annexure – 2: Delivery Acknowledgment at District Level

District:	Date:
Officer Incharge Name:	Laptop Make:
Department:	Laptop Model:
Designation:	Total No. of Laptops Delivered:

Sr. No.	Delivered Laptop Serial No.	Sr. No.	Delivered Laptop Serial No.

Signature

(Officer Incharge)

Annexure 3 - Test Report

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

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

Specification : Customer Test method ; IS 14896-2001

Item : Testing of Laptop Computers, Tentative Test Time :

No. of Test Specimen:

Ambient Temperature :

R. Humidity:

No.	CI. No.	Sp	ecification / Requirements	Result / Observations	Remarks
1.1		Power Supply	The ERTL/STQC may test the battery power consumption, if external contact points on battery will be provided by OEM		
1.2		Stand by Power	ERTL/STQC may test on standard parameter according to Technical specification in RFP at Page no 28 & 29. The ERTL/STQC may provide observed value also.		
2.1		Visual Examination	The Laptop shall be free from workmanship defects, cracks, scratches, nicks, burns, sharp edges etc.		
2.2		Functional Performance	Check for display , data availability (Any image file should be used for DATA availability which has installed during windows installation), OS Booting by Power on		
2.3		Effect of power supply variation	The laptop shall meet the functional requirements when operated from 110 V to 240 V AC and for frequency (50 Hz), variation from 47 Hz to 53 Hz		
3.1		Conducted emission	The conducted emission and the radiated emission shall be limited to the requirements specified in Table 2 & 4 & 6 for class B equipment in IS-6873 (Part 7) Limits and Methods of Measurement of Radio Disturbance Characteristics- Part 7: Information Technology Equipment		
3.2		Conducted Susceptibility	Electrostatic discharge test (as per IS 14700- 4-2) : Class-1, Contact Discharge : 2 kV Air- Discharge : 4 kV OR The Test shall be carried out according to IEC 61000-4-2		
			Electrical fast transient/burst test (as per IS 14700-4-4) : Level 2 Test Voltage : 1 kV OR The Test shall be carried out according to IEC 61000-4-4		

		Surge/spike test (as per IEC 61000-4-5) : Level -2, Test Voltage : 1 kV	
4.	Safety Requirements	Earth Leakage current (CI.5.1 of IS : 13252- 2003) Shall not exceed 3.5 mA or the ERTL/STQC may test on maximum voltage.	
		Dielectric Test (Cl.5.1 of IS : 13252-2003) Test Voltage : 1.5 kVrms; Duration : 60s Point of application : Between Phase/Neutral & Ground	
5.	Marking	Manufacturer's Name or trademark	
		Model designation & serial number	
		Country of Manufacture	
		Input AC voltage range and frequency	
		Permanently Burn Logo of Uttar Pradesh Government & other information like – "Presented by Chief Minister or Department Name"	
		Logo of Uttar Pradesh Government & other information like – "Presented by Chief Minister or Department Name" on body of Laptop etc.	
6.1	Durability Test	Drop (free fall) Test (IS-9000-7-4) Height : 25mm, No. of falls : 8 (4 corners + 4 edges) unpacked	
		After the test, the Laptop shall satisfy Visual examinations and functional requirements	
6.2	Durability Test	Vibration test (IS : 9000-6 / IS:9000-8)	
		Frequency range : 10-55 Hz	
		Acceleration : 1g	
		Duration : 45	
		Min/axis	
		No. of axis : 3	
		Condition :	
		Unpacked,	
		Power Off	
		After the test, the Laptop shall satisfy Visual examinations and functional requirements	
6.3	Environment Test	Dry heat test (IS:9000 -3-5)	
		Temperature :55 deg. Centigrade	
		Duration : 16 h	
		Condition : unpacked	
		Power OFF	

		After the test, the Laptop shall satisfy Visual examinations and functional requirements	
6.4	Environment Test	Damp heat cyclic test	
		(IS:9000-5-1)	
		Temperature : 40 deg. Centigrade	
		Relative Humidity : >=	
		90%	
		Duration : 48h (2 cycles)	
		Condition : unpacked	
		Power OFF	
		After the test, the Laptop	
		Shall satisfy Visual examinations and	
		functional requirements	
6.5	Environment Test	Cold Test (IS:9000-2-4)	
		Temperature : -10°C	
		Duration : 2h Condition : unpacked	
		Power OFF	
		After the test, the Laptop	
		Shall satisfy Visual examinations and functional requirements	
6.6	Burn-in-test	Burn-in-test	
		Temperature : 45°C	
		Duration : 48 hrs Condition : Power ON	
		After the test, the Laptop Shall satisfy Visual examinations and functional requirements	
7.	Construction and Externals	Metal /Alloy reinforced hinges for Display. The Casing ABS plastic of Black or Gray colour Display screen back with Government approved designed Logo.	
	Processor	Intel Pentium Dual Core 3825u Processor or Higher or AMD A6 7310 Processor or Higher	
	Memory	4 GB DDR-3 1333/1600 MHz RAM	
	Display	LED 14 Inch with 1024x768 resolution or Higher	
		500 OD CATA 5400 DDM as histor	
	Hard Disk Drive	500 GB SATA 5400 RPM or higher.	
	Hard Disk Drive Audio	Dual Inbuilt Speakers	

	Qualifying Benchmark with score	BAPCO Sys Mark 2007 Overall Score of Minimum 120 or Higher with Windows 7 Professional with 4 GB Memory	
	Graphic Card	Integrated Graphics Minimum 128MB VRAM or higher	
	Ports	I/O Ports, Minimum 3 USB 2.0 Port, Microphone jack, 1 VGA, One HDMI, Headphone/ Speaker out, RJ-45, AC Power	
	LAN	Gigabit Lan	
	Wireless	Wireless 802.11b/g/n or higher	
	Keyboard	Standard keyboard with Rupee Symbol, touch pad and	
	Operating System	 Preloaded Duel Boot - Primary Boot Windows 8.1 National Academic Edition or higher with preloaded Anti Virus, Hindi and Urdu Unicode font with Keyboard interface for typing in Word Processor, Spreadsheet and Presentation purpose 	
	Optional Drive	Secondary Boot - Ubuntu / BOSS LINUX DVD R/W	
	Optical Drive		
	AC Power adopter	Input 110V-240V, 50 Hz AC power adopter with necessary cables	
	Standard Accessories	Power Cable, Power adaptor and charger, User Manual and Laptop Backpack etc.	
	Operation Temperature	0-45 Deg. Centigrade	
	Battery Type	Standard Rechargeable Li-Ion with Minimum 03 Hours Backup or More	
	Certifications	Energy Star®/BEE Version I, RoHS, Windows and Linux Compliance Certificate	
	Warranty	One year comprehensive including battery and adaptor.	
	Office Suite and other	MS-Office 2010 or Higher Professional Academic Version and latest version of Open Office Preloaded	
8	Enabled Manageability and traceability feature of laptop	a) The devices should be loaded with a cloud based management software that is capable of contextually managing and monitoring devices pushing applications and content, pushing group based message, managing and monitoring devices pushing applications and content, pushing group based messages, managing through a remote web based control center and provide web based MIS dashboard.	
		b) The End users should not be able to uninstall this software and it should function both in online and offline modes.	
		c) At least 20,000 laptops containing this clould based management software should	

		have been deployed by any of the state governments in India.	
9	Others	# Selected bidder(s) should permanently burn the Logo of UP Government and other information like "Presented by -Hon'ble Chief Minister or Department Name" (as desired by the State Government) in the BIOS/FIRMWARE; that should not be removed any normal/ usual techniques.	
		# Screen Printing of Logo of UP Government and other information like "Presented by - Hon'ble Chief Minister or Department Name" (as desired by the State Government) in the body of the laptop.	
		# Laptop must have operational capabilities in English, Hindi and Urdu language.	

No.	CI. No.	Specification / Requirements		Result / Observations	Remarks
		Hard Disk Drive Accessories Operation / Instruction Manual	500 GB SATA 5400 RPM or higher		

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.	Parameter	Make	Model	Clock Speed	Clarification required
1.	Processor details	Physical Verification	Physical Verification to be checked.	Measurement	Points to measure clock speed along
2.	Chipset details	to be checked.			with wire termination to be
3.	Memory	Checked.			made available for
4.	HDD details				measurement by OEM.

2. Conclusion

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

2.2 Tested Laptop Photograph

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
- **CPUID** Flagset

Physical Core

Platform

- Vendor
- **BIOS Mode**
- **BIOS Release Date**
- Board Vendor
- Board Model
- **Board Version**

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

Туре

Audio

Vendor

Туре

Driver

Network

Driver-1

Media Type

Connected

Туре

Driver-2

Media Type

Connected

Туре

Display Devices

Vendor

Brightness

Resolution

Refresh Rate

Size

Battery

Vendor

Current Capacity

Current Charge

Design Capacity

	Laptop Bag Specification		
SI. No.	Description	Specification	
1	Suitability	To accommodate Laptop Computer.	
2	Material	Polyester fabric nylon bonded thread branded zippers and sliders.	
3	Compartments	Three Compartment bag (Laptop, Textbook, Power Adaptor Utility Pocket) with padded sleeve, utility pocket in front and side pockets.	

4	Padding	Padded handle, padding on the back for comfort and air flow curved and padded contoured shoulder straps.
5	Logo and Image	Government Image and scheme logo and scheme Name shall be on front pockets as per approved & finalized design by the State Government.

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

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

Note: The ERTL/STQC may provide Interim report, if required and ERTL/STQC may need OEM's help as and when required during the testing of their LAPTOP, if required. The ERTL/STQC may contact directly to OEM.