



# Government of Tamil Nadu

## Rate Contract for Supply and Commissioning of Laptop Computers throughout the State of Tamil Nadu

## International Competitive Bidding (ICB)

Tender Reference: ELCOT/PID/ICB/LTC/PI/2011-12  
Advertised on 04/06/2011

### Tender Details

**ELCOT**  
Adding Value through IT

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**Acronyms and Definitions**

#	Parameter	Details
1	DDR3 SDRAM	Double Data Rate type three synchronous dynamic random access memory
2	AMD	American Megatrend Device Inc
3	WXGA	Wide XGA (WXGA) is a display class (or standard) that supports a resolution of 1366 to 1280 pixels horizontally and 768 to 720 pixels vertically. WXGA is a standard commonly associated with LCD computer monitors and televisions used for widescreen display and projection.
4	SATA	Serial Advanced Technology Attachment is a computer bus interface for connecting host bus adapters to mass storage devices such as hard disk drives and optical drives
5	DVD-RW	Digital Versatile/Video Disc – Rewritable
6	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.
7	VGA	Video Graphics Array (VGA) refers specifically to the display hardware first introduced with the IBM PS/2 line of computers in 1987
8	HDMI	HDMI (High-Definition Multimedia Interface) is a compact audio/video interface for transmitting uncompressed digital data
9	S-Video	Separate Video, more commonly known as S-Video and Y/C, and still often referred to by JVC
10	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.
11	PCMCIA	Short for <b>Personal Computer Memory Card International Association</b> , and pronounced as separate letters, PCMCIA is an organization consisting of some 500 companies that has developed a standard for small, credit card-sized devices, called <i>PC Cards</i> . Originally designed for adding memory to portable computers, the PCMCIA standard has been expanded several times and is now suitable for many types of devices. There are in fact three types of PCMCIA cards. All three have the same rectangular size (85.6 by 54 millimetres), but different widths
12	PCI Express slot	PCI Express (Peripheral Component Interconnect Express), officially abbreviated as PCIe, is a computer expansion card standard designed to replace the older PCI, PCI-X, and AGP bus standards
13	10/100/1000 Standard Ethernet LAN	10/100/1000 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, and 1000BASE-T, running at 10 Mbit/s, 100 Mbit/s, and 1000 Mbit/s (1 Gbit/s), respectively

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#	Parameter	Details
14	Wireless 802.11 a/b/g/n	<p><b><u>Refers to wireless standard</u></b></p> <p><b><u>(A) 802.11a</u></b>  Frequency- 5 GHz  <b>Typical Data Rate - 23 Mbit/s</b>  Max Data rate – 54 Mbit/s  Range – 115 feet</p> <p><b><u>(B) 802.11b</u></b>  Frequency - 2.4 GHz  <b>Typical Data Rate - 4.5 Mbit/s</b>  Max Data rate – 11 Mbit/s  Range - 115 feet</p> <p><b><u>(G) 802.11g</u></b>  Frequency - 2.4 GHz  <b>Typical Data Rate – 19 Mbit/s</b>  Max Data rate - 54 Mbit/s  Range – 125 feet</p> <p><b><u>(N) 802.11n</u></b>  Frequency - 5GHz and/or 2.4GHz  <b>Typical Data Rate - 74 Mbit/s</b>  Max Data rate - 300 Mbit/s (2 streams)  Range – 230 feet</p>
15	Mega pixels	<b>Digital cameras capture images as pixel elements, known as pixels.</b> One mega pixel is equal to one million pixels.
16	Blue tooth	Bluetooth is a proprietary open wireless technology standard for exchanging data over short distances (using short wavelength radio transmissions) from fixed and mobile devices, creating personal area networks (PANs) with high levels of security
17	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.
18	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 <sup>6+</sup> ) Polybrominated biphenyls (PBB) Polybrominated diphenyl ether (PBDE)
19	Energy Star	Energy Star is an international standard for energy efficient consumer products originated in the United States of America. It was first created as a United States government program during the early 1990s
20	CE Certification	CE marking (also known as CE mark) is a mandatory conformance mark on many products placed on the market in the European Economic Area (EEA). With the CE marking on a product the manufacturer ensures that the product is in conformity with the essential requirements of the applicable EC directives. The letters "CE" stand for "Conformité Européenne" ("European Conformity").

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#	Parameter	Details
21	UL Certification	Underwriters Laboratories Inc. (UL) is an independent product safety certification organization. Established in 1894, the company has its headquarters in Northbrook, Illinois. UL develops standards and test procedures for products, materials, components, assemblies, tools and equipment, chiefly dealing with product safety.
22	FCC Certification	FCC Certification, also known as the United States Federal Communications Certification
23	EPEAT	Electronic Product Environmental Assessment Tool (EPEAT)

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**Short Titles used in the Tender Document**

1.	<b>Bidder</b>	Bidder means the party or consortium of parties who makes a formal offer in pursuance of the Tender floated either directly or through OEM
2.	<b>Successful Bidder</b>	Successful Bidder means the Bidder or consortium of bidders who becomes successful through the Tender process.
3.	<b>Day</b>	A day means a calendar day
4.	<b>Service Centre</b>	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 <b><u>Direct service centre or Authorised service centre.</u></b>
5.	<b>Authorised Service Centre</b>	Authorised Service Centre means a Service Centre run by the Bidder through another party by entering into a valid commercial agreement.
6.	<b>Testing Agency</b>	Testing Agency notified by ELCOT for the purpose of sample Laptop Computer testing.
7.	<b>Call Centre</b>	Call Centre means the Centre or the Place wherein the Bidder shall make arrangements to receive complaints/service calls from the customer/ELCOT.
8.	<b>Cost</b>	Cost means the total cost to be incurred towards the purchase of Laptop Computers sets and also charges to be incurred towards maintenance of Laptop in the warranty period.
9.	<b>Purchaser</b>	Purchaser means the Government of Tamil Nadu for whom the procurement is made through this Tender.
10.	<b>ELCOT</b>	Procurement agency on behalf of Government of Tamil Nadu
11.	<b>Commissioning</b>	Commissioning means the Laptop would have to be switched on and the functioning has to be tested in the presence of the acceptance team.
12.	<b>End user</b>	End user means the person to whom the Laptop is actually delivered for use.
13.	<b>District</b>	Geographical division within the State. Each district has roughly 500-1000 villages. At present there are 32 Districts in Tamil Nadu.

**Applicability of Tamil Nadu Transparency in Tenders Act 1998**

This Tender process will be governed by The Tamil Nadu Transparency in Tenders Act 1998 and The Tamil Nadu Transparency in Tenders Rules, 2000 (<http://www.tn.gov.in/gorders/fin446-e.htm>) as amended from time to time.



**IMPORTANT NOTE:**

Bidders must ensure that they submit all the required documents indicated in the Tender document without fail. Bids received without supporting documents for the various requirements mentioned in the tender document or test certificate are liable to be rejected at the initial stage itself. The data sheet for the critical components should be submitted by the Bidder for the scrutiny.

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**Tender Notice**

 <b>ELECTRONICS CORPORATION OF TAMILNADU LIMITED (ELCOT)</b> (A Government of Tamil Nadu Undertaking)	
<b>TENDER NOTICE</b> <b>INTERNATIONAL COMPETITIVE BIDDING</b> <b>Invitation to Bid for Rate contract for supply of 9,12,000 (0.912 Million) nos of Laptop Computers in the year 2011</b>	
1. Tender inviting Authority Designation and Address	The Managing Director Electronics Corporation of Tamil Nadu Limited II Floor, MHU Complex, 692, Anna Salai, Nandanam, Chennai-600 035. <b>INDIA</b> E-Mail: <a href="mailto:md@elcot.in">md@elcot.in</a> URL: <a href="http://www.elcot.in">www.elcot.in</a>
2. A) Name of the Work	Supply and commissioning of 9,12,000 (0.912 Million) nos of Laptop Computers.
B) Tender reference	<b>ELCOT/PID/ICB/LTC/PI/2011-12</b>
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 <b>08.07.2011</b> from the address mentioned in column (1) above. Alternatively, Tender documents can be downloaded free of cost from <a href="http://www.elcot.in">www.elcot.in</a> and <a href="http://tenders.tn.gov.in">http://tenders.tn.gov.in</a>
Cost of Tender Document	<b>INR 50,000/-</b> per Tender Document for direct purchase from ELCOT. The Tender Document fee is waived for the downloaded Tender Document.
4. Earnest Money Deposit (EMD)	<b>Rs.20,00,000/-</b> (Rupees Twenty Lakhs only) - Demand Draft or Banker's cheque..
5. Due Date, Time and place of submission of tender	Upto <b>11.07.2011</b> at 3.00 P.M. at the address mentioned in column (1) above.
6. Date, Time and Place of Tender Opening	On <b>11.07.2011</b> at 4.00 P.M. at the address mentioned in column (1) above.
<b>1. Eligibility Criteria:</b> Please refer to the Tender Document. <b>2.</b> Two Bid System (i.e.) Stage-1 - Technical Bid; Stage-2 Price Bid opening. <b>3.</b> Tenders received after due Date and Time will be summarily rejected <b>4. Contact Phone Nos.</b> 91-44-65512300, 24333085, Ext: 211 & 65512323 E-Mail: <a href="mailto:itc1@elcot.in">itc1@elcot.in</a> ; <a href="mailto:md@elcot.in">md@elcot.in</a> ; URL: <a href="http://www.elcot.in">www.elcot.in</a>	
DIPR/1111/TENDER/2011	<b>MANAGING DIRECTOR, ELCOT</b>

**Checklist for Enclosures**

**(Bidder should fill up YES or NO without fail)**

#	Bid Enclosures	YES or NO
1.	Whether the Tender is submitted in <b>Two covers Technical Bid and Price Bid?</b>	
2.	Whether Two covers are put into an outer cover?	
<b>3.</b>	<b>Whether Technical Bid (Envelope- A) contains the following</b>	
3.1	Bidder's undertaking covering letter in the Letter Head shall be signed by the authority, stamped and submitted.	
3.2	Signed and stamped Letter of Authorisation or Power of Attorney for signing the Tender document shall be submitted.	
3.3	Bidder's undertaking in the Letter Head for minimum quantity offered shall be signed and stamped and submitted.	
3.4	Manufacturer's authorisation letter(s), wherever applicable shall be signed, stamped and submitted	
3.5	All pages of the blank Tender document in full shall be signed by the authority, stamped and submitted	
3.6	Earnest Money Deposit (EMD) amount as specified in the Tender shall be submitted	
3.7	Filled up Technical Bid shall be signed by the authority, stamped and submitted	
3.8	All supporting documents for proving the Eligibility Criteria shall be signed by the authority and stamped in all pages	
<b>3.9</b>	<b>Supporting documents to meet the Eligibility Criteria</b>	
	a) All the supporting documents to meet the Eligibility Criteria as laid down in the Tender under Eligibility Criteria shall be signed by the authority and stamped	
	b) Bidder's Certificate of Incorporation or in case of Consortium, Certificate of Incorporation of all the Consortium partners	
	c) A letter of intent to execute a consortium agreement in the event of a successful bid shall be signed by all the partners and submitted with the Bid together with the copy of the proposed Agreement. All partners of the consortium shall be liable jointly and severally for the execution of the contract in accordance to the contract terms and a statement to this effect shall be included in the letter of intent.	
	d) For Laptop computer business, relevant Excise duty returns or Sales Tax Returns shall be submitted	
	e) Annual Report including Balance Sheet and Profit & Loss accounts for the previous three audited years should be submitted. In case of Consortium, Annual Report including Balance Sheet and Profit & Loss accounts of all the Consortium partners for the previous three audited years should be submitted.	
	f) For laptop computer manufacturing capacity, copy of the Manufacturing License, Capacity supported by any legally valid documents should be submitted.	
	g) For laptop computer sales, copy of the invoices for the sales made or proof of statutory documents like Excise duty returns or	

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#	Bid Enclosures	YES or NO
	Sales Tax Returns or any other legally valid document should be submitted.	
	h) ISO 9001:2008 certificates for manufacturing process shall be enclosed.	
	i) Bidder's undertaking letter to meet the Blacklisting criteria shall be submitted	
	j) One sample laptop computer submitted shall be submitted along with Bid submission	
	k) Sample Laptop Computer Test Certificate obtained from the Testing Agency shall be submitted	
<b>4.</b>	<b>Whether Price Bid (Envelope-B) contains the following</b>	
	a) Filled Price Bid with signature and stamp in all pages shall be submitted	
	b) Whether corrections or overwriting if any is attested?	

## 1. Introduction

The Government of Tamil Nadu have decided to implement the scheme of free distribution of laptop computers to students studying Government and Government aided Schools and Colleges and commence the distribution from September 15th, 2011. It has been decided to distribute 9.12 lakhs Laptop Computers during the year 2011.

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 2000. Selected suppliers would be required to set up service and repair centres.

Accordingly, ELCOT invites Tender for a Rate Contract through International Competitive Bid (ICB) for supply and commissioning of Laptop Computers as per the Technical specification given in this Tender document for supply of 9,12,000 Laptop Computers during the year 2011-12. The first batch of supply from this tender is expected to be commenced from 1<sup>st</sup> September 2011.

The Successful Bidder(s) should work closely with the Government of Tamil Nadu departments involved in implementing the distribution of Laptop Computers and ensure success of the programme.

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## 2. Tender Data Sheet

<b>1.</b>	Tender inviting Authority, Designation and Address	The Managing Director Electronics Corporation of Tamil Nadu Ltd II Floor MHU Complex, 692 Anna Salai, Nandanam, Chennai-600035. Email: <a href="mailto:md@elcot.in">md@elcot.in</a> and <a href="mailto:lrc1@elcot.in">lrc1@elcot.in</a> URL: <a href="http://www.elcot.in">www.elcot.in</a>
<b>2.</b>	a) Name of the Work	Supply and commissioning of 9,12,000 Nos. of Laptop computers
	b) Tender Reference	ELCOT/PID/ICB/LTC/PI/2011-12
	c) Place of execution	Throughout the State of Tamil Nadu
<b>3.</b>	a) 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 08/07/2011 from the Address mentioned in (1) above. Alternatively, Tender documents can be downloaded free of cost from <a href="http://www.elcot.in">www.elcot.in</a> and <a href="http://www.tenders.tn.gov.in">www.tenders.tn.gov.in</a>
	b) Cost of Tender Document	Rs.50,000/- (Rupees Fifty Thousand only) per Tender Document for direct purchase from ELCOT. The Tender document fee is waived for the downloaded Tender Document.
<b>4.</b>	Earnest Money Deposit (EMD)	Rs.20,00,000/- (Rupees Twenty lakhs only) by way of Demand Draft or Banker's Cheque drawn in favour of "Electronics Corporation of Tamil Nadu Limited" and payable at Chennai only
<b>5.</b>	Pre-Bid meeting date and place	On 22/06/2011 at 11.00 AM at the address mentioned in (1) above
<b>6.</b>	Due date for submission of sample Laptop Computer for Testing to the Testing Agency	On or before 30/06/2011
<b>7.</b>	Due Date, Time and Place of submission of Tender	Up to 11/07/2011 at 3.00 P.M. at the address mentioned in (1) above
<b>8.</b>	Date, Time and Place of Tender opening	On 11/07/2011 at 4.00 P.M. at the address mentioned in (1) above
<b>9.</b>	Date, Time and Place of opening of Price Bids	Will be intimated only to the Technically Qualified Bidders

### 3. Tender Eligibility Criteria

The Bidder(s) should meet the following Eligibility Criteria to participate in the Tender and should enclose documentary proof for fulfilling the Eligibility in the Technical Bid.

#	Minimum Eligibility Criteria	Proof to be submitted for fulfilling the Eligibility Criteria
1.	a) Bidder should be a Registered company and existing for the past three years	a) Certificate of Incorporation should be submitted.
	b) Consortium of Bidders should not exceed three partners. One of the Consortium partners should be the Prime Bidder. Each partner of the Consortium should be a Registered Company and existing for the past three years	a) In case of Consortium, all the Consortium partners individually should submit the Certificate of Incorporation.  b) A letter of intent to execute a consortium agreement in the event of a successful bid shall be signed by all the partners and submitted with the Bid together with the copy of the proposed Agreement.  c) All partners of the consortium shall be liable jointly and severally for the execution of the contract in accordance to the contract terms and a statement to this effect shall be included in the letter of intent.
2.	a) Bidder should be in the Laptop Computer manufacturing business for the last three years as on 31/03/2011	Relevant Excise duty returns or Sales Tax Returns should be submitted.
	b) In case of Consortium, one of the Consortium partners should be in the Laptop Computer manufacturing business for the last three years as on 31/03/2011	In case of consortium, relevant Excise duty returns or Sales Tax returns should be submitted.
3.	a) Bidder should have an average Annual Turnover of at least INR 700 millions (or USD\$ equivalent) in the previous three audited years.	Annual Report including Balance Sheet and Profit & Loss accounts for the last three audited years should be submitted.

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#	Minimum Eligibility Criteria	Proof to be submitted for fulfilling the Eligibility Criteria
	b) In case of Consortium, Laptop Computer manufacturer should have an average Annual Turnover of at least INR 700 millions (or USD\$ equivalent) and other Consortium partners should individually have had an average Annual Turnover of at least INR 350 millions (or USD\$ equivalent) in the previous three audited years.	In case of Consortium, Annual Report including Balance Sheet and Profit & Loss accounts of all the Consortium partners for the last three audited years should be submitted.
4.	a) Bidder should have Laptop computer manufacturing capacity of at least 1,00,000 laptop computers per year	Manufacturing License or any valid proof for manufacturing capacity should be submitted.
	b) In case of Consortium, one of the Consortium Partners should have Laptop computer manufacturing capacity of at least 1,00,000 laptop computers per year	In case of consortium, manufacturing License or any valid proof for the manufacturing capacity of the Laptop Manufacturer should be submitted.
5.	a) Bidder should have sold at least 50,000 Laptop Computers in any one of the previous three audited years.	Copy of the invoices for the sales made or proof of statutory documents like Excise duty returns or Sales Tax Returns or any other valid document should be submitted.
	b) In case of Consortium, the Laptop Computer manufacturer should have sold at least 50,000 Laptop Computers in any one of the previous three audited years.	In case of consortium, copy of the invoices for the sales made or proof of statutory documents like Excise duty returns or Sales Tax Returns or any other valid document should be submitted.
6.	a) Bidder should have possessed the ISO 9001:2008 certification for the manufacturing process.	Valid ISO 9001:2008 certificate for manufacturing process should be submitted.
	b) In case of Consortium, the Laptop Computer manufacturer of the Consortium should possess ISO 9001:2008 certification for the manufacturing process.	In case of consortium, valid ISO 9001:2008 certificate for manufacturing process should be submitted.
7.	a) Bidder should not have been blacklisted by any of the State/Central Government or organisations of the State/Central Government in INDIA in the past three years	Necessary Undertaking letter should be furnished.
	b) In case of Consortium, all or any of the Consortium partners should not have been blacklisted by any of the State/Central Government or organisations of the State/Central Government in INDIA in the past three years	In case of consortium, undertaking letter should be submitted by all the consortium partners.



**Special Conditions for the Consortium Bidders and Foreign Companies**

- 1) In case of consortium of bidders, it would be sufficient if the prime bidder alone makes the remittance of the cost of bid document.
- 2) One of the Consortium partners shall be nominated as being Prime Bidder and this authorisation shall be evidenced by submitting of Power of Attorney signed by the legally authorised signatories of all the partners.
- 3) In case of a successful Bid, the Agreement shall be signed by the Prime Bidder so as to be legally binding on all the partners.
- 4) The Prime Bidder shall be authorised by the Consortium partners to act on their behalf to incur liabilities and receive instructions for and on behalf of him and all partners of the consortium and entire execution of the contract including payment shall be done exclusively to the Prime Bidder.
- 5) All partners of the consortium shall be liable jointly and severally for the execution of the contract in accordance to the contract terms and a statement to this effect shall be included in the authorisation mentioned above as well as in the Bid and in the agreement (in case of successful bid). The consortium agreement should indicate precisely the role of the members of the consortium in respect of the contract.
- 6) Consortium agreement should be registered in Chennai, Tamil Nadu before execution of agreement so as to be legally valid and binding on all partners.
- 7) Copy of the consortium agreement entered into by the partners shall be submitted with the Bid. Alternatively a letter of intent to execute a consortium agreement in the event of a successful bid shall be signed by all the partners and submitted with the bid together with the copy of the proposed agreement.

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- 8) Only one Bid will be allowed from a Consortium. The partners of a Consortium are not allowed to bid individually or to be the partner of another Consortium.
- 9) In case, the Bidder is a foreign company, it should appoint a Company in India as its legal representative and the Indian representative company should possess a legally enforceable and valid authorisation from the foreign bidder delegating the powers to participate in the Bid negotiations and to confirm the same on behalf of the Foreign Bidding Company. Further in the said authorisation, the Foreign Bidding Company should undertake to ratify and confirm the acts of the Indian representative company without any protest or demur later.

## **4. Instructions to the Bidder**

### **4.1 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. ELCOT shall not entertain any request for clarification from the Bidder regarding such legal aspects of submission of the Bids.
- 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 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 Bids 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. 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.
- h) The Bidder shall make all arrangements as part of the contract to supply, commission and train the beneficiaries at various locations at their own cost and transport.

- i) The Bidder should be fully and completely responsible to ELCOT and State Government for all the deliveries and deliverables.

#### **4.2 Language of the Bids**

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 are liable to be rejected.

#### **4.3 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.

#### **4.4 Letter of Authorisation**

A letter of Authorisation from the Board of Directors or Managing Director of Bidder organisation authorising the Tender submitting authority or a Power of Attorney should be submitted in the Technical Bid. The Bids received without the Letter of Authorisation or Power of Attorney will be summarily rejected.

#### **4.5 Clarifications and Amendments**

- a) A prospective Bidder requiring any clarification in the Tender may notify ELCOT by letter or by Fax or by Email. ELCOT will respond to any request for clarifications in the Tender.

- b) A pre-bid meeting will be held for addressing the clarifications on the date and time mentioned in the Tender Data sheet or any other date to be decided by ELCOT. The Bidders are requested to participate in the Pre-bid meeting and get the clarifications.
- c) Before closing of the Tender, clarifications and amendments if any will be notified in the websites mentioned in the Tender Data sheet. The Bidders should periodically check for the amendments or corrigendum or information in the websites till the closing date of this Tender. ELCOT will not make any individual communication and will in no way be responsible for any ignorance pleaded by Bidders.
- d) No clarifications would be offered by ELCOT within 48 hours prior to the due date and time for opening of the Tender.
- 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.

#### **4.6 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 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.

#### **4.7 Force Majeure**

Neither the Purchaser/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:

- Natural phenomena including but not limited to earthquakes, floods and epidemics.
- Acts of any Government authority domestic or foreign including but not limited to war declared or undeclared, priorities and quarantine restrictions.
- Accidents or disruptions including, but not limited to fire, explosions, breakdown of essential machinery or equipment, power and water shortages.

#### **4.8 Arbitration**

In case of any dispute, the matter will be referred to a sole Arbitrator to be appointed by the Managing Director of ELCOT under the "Arbitration and Conciliation Act 1996". The arbitration shall be held in Chennai, India and the language shall be English only. Subject to the above, the Courts at Chennai alone only shall have jurisdiction in the matter.

## **5. Tender Cost and EMD**

### **5.1 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.

### **5.2 Tender Document Fee**

- a) The Tender documents may also be purchased from the office of ELCOT on payment of fees in Indian Rupees as mentioned in the Tender Data sheet. The Tender document is not transferable to any other Bidder.
- b) 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.
- c) 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 those documents downloaded.

### **5.3 Earnest Money Deposit (EMD)**

- a) An EMD amount as specified in the Tender should be paid along with the Technical Bid by way of Demand Draft or Banker's cheque drawn on 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.

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- b) The EMD amount of the unsuccessful Bidders will be refunded within a reasonable time. The EMD amount held by ELCOT till it is refunded to the unsuccessful Bidders will not earn any interest thereof.
- c) The EMD amount of successful bidders will be converted as part of the Security Deposit (SD) for successful execution of the work.
- 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 or if the successful Bidder fails to sign the contract or the successful Bidder fails to remit Security Deposit within the respective due dates.



## **6. Sample Laptop Computer Testing**

1. The Bidder should submit three similar model Laptop Computer samples to the **Electronics Test and Development Center (ETDC)**, Department of Information Technology, Government of India **or any other Testing Agency** notified by ELCOT. The Bidder should get the sample Laptop Computer tested as per the IS 14896:2001 and as per the Technical Specification specified in the Tender from the Testing Agency. The Testing Agency's certificate shall be obtained and the same shall be furnished by the Bidders in the Technical Bid.
2. The sample Laptop testing will enable ELCOT to determine whether the Bidders propose to offer the Laptop Computers as per the Tender specifications or not.
3. Bidders have to make their own arrangement for the testing of the Laptop Computers as per the Standard given in the Tender through the notified Testing Agency. The sample Laptop Computer should be submitted in fully packed condition so that the packing standard is determined.
4. The Test Certificate issued by the Testing Agency will be scrutinised and Bidders whose samples passed the tests alone will be selected for further processing.
5. Cost towards testing the same Laptop Computer should be borne by the Bidders.
7. The Bidders should take utmost care to submit the samples which should be equal to or better than the specifications given in the Tender documents. The supplies will be allowed as per approved sample Laptop Computer alone in the event of the Bidder is selected for the supply of Laptop Computers.

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8. The Bidder is eligible to submit the Bids only if the sample Laptop Computer is passed in the tests. All those Bidders whose sample Laptop Computer failed in any of the test would be treated as “non-responsive” with the Tender specifications.
9. Bidders are requested to submit sample Laptop to Testing Agency well in advance on or before the date specified in the Data Sheet. Any Bids received without the test certificate will be summarily rejected for non-responsive to the tender condition.

## **7. Bid Preparation and Submission**

Bidders should examine all Instructions, Terms and Conditions and Technical specifications 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 will be at the Bidders risk and may result in 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.

The Bids should be submitted in two parts namely viz. **(1) Technical Bid** and **(2) Price Bid**. The Technical Bid and Price Bid shall be submitted in two separate covers. The Bids shall be addressed to “The Managing Director, ELCOT, 692, Anna Salai, Nandanam, Chennai- 600 035, Tamil Nadu, India.

### **7.1 Technical Bid (Envelope-A)**

#### **7.1.1 Bid Preparation**

- a) The Technical Bid enables ELCOT to evaluate whether the Bidder is technically competent and capable of executing the order. Only those Bids which qualify in the Technical stage will be eligible for the Price bid opening. The Price Bids of Bidders who failed in the Technical stage will not be opened.
- b) The Technical Bid format as given in the Tender shall be filled, signed and stamped in all pages. ELCOT will not be responsible for the errors committed in the Bids by the Bidders.
- c) The Technical Bid should not strictly contain any Price indications as otherwise the Bids will be summarily rejected.

#### **7.1.2 Details to be furnished in the Technical Bid**

- a) The EMD amount should be submitted.
- b) Authorisation letter from the Board of Directors/ Managing Director or Power of Attorney to sign the Tender document

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should be submitted. In case of Consortium, the Prime Bidder shall be authorised by submitting of Power of Attorney signed by the legally authorised signatories of all the partners. The Tenders received without Authorisation letter or Power of Attorney will not be considered for further processing.

- c) The blank Tender document in full should be printed, signed by the authorised person and stamped in all pages and should be submitted as a token of accepting the conditions.
- d) The Technical Bid should be duly filled, signed by the authorised person and stamped in all the pages and should be submitted.
- e) The supporting documents to prove Bidder's Eligibility should be duly attested and should be submitted.
- f) The published Annual Report should be signed by the authorised person and stamped in all pages and should be submitted.
- g) The bidder should indicate the manufacturing plant addresses.
- h) The bidders shall undertake to supply and quote a minimum of 50,000 Laptop Computers. Any quote for less than 50,000 Laptop Computers will not be considered and the Bid is liable for rejection.
- i) All the required documents insisted in the Tender should be enclosed in the Technical Bid. No document would be allowed to be supplemented / exchanged after opening of the bids.
- j) The documentary evidence shall establish Bidder's qualifications to the satisfaction of ELCOT:
- k) Sample Laptop Submission to ELCOT

- i) One of the Laptop Computer samples tested by the Testing Agency shall be submitted to ELCOT for reference before the due date and time for submission of Tender. If the samples are not submitted along with the Bid, their Bid will be rejected.
- ii) The samples submitted to ELCOT would be kept as reference to make comparison at the time of actual delivery in case the Bidder is selected.
- iii) The sample Laptop Computer should be packed and sealed as per the standard packing followed by the Industry. The particulars about the Bidder should be legibly written on the box.
- iv) The sample Laptop Computer of the Successful Bidders will not be returned. The sample Laptop Computer of the un-successful Bidders will be returned on as-is-where-is condition within a reasonable time.
- v) The Bidders are requested to submit the sample Laptop Computers with Delivery Challan to ELCOT before submitting the Tender document and to take an acknowledgement.

### **7.1.3 Signing the Bid**

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- a) The Bids shall be typed and shall be signed by the Authorised Official(s) of Bidder. All pages of the bid shall be signed and stamped by the authorised person.
- b) Any alterations, deletions or overwriting will be treated as valid only if they are attested by the full signature by the authorised person.

#### **7.1.4 Sealing the Bid**

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The Technical Bid shall be placed in a separate cover (Envelope-A) and sealed appropriately. The Technical Bid cover shall be superscribed with Tender for Supply of Laptop Computers – Tender Ref.: \_\_\_\_\_ due on \_\_\_\_\_. The “FROM” address and “TO” address shall be written without fail otherwise the Technical Bid is liable for rejection.

## **7.2 Price Bid (Envelope-B)**

### **7.2.1 Details to be furnished**

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- a) All the Price items as asked in the Tender should be filled in the Price Bid format as given in the Tender. The prices quoted shall be only in **INDIAN RUPEES (INR) only**. The Tender is liable for rejection if Price Bid contains conditional offers or partial offers.
- b) The cost 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.

- c) The cost quoted by the Bidder shall be kept firm for a period specified in the Tender from the date of opening of the Tender. The Bidder should keep the Price firm during the period of Contract including during the period of extension of time if any. Escalation of cost will not be permitted during the said periods or during any period while providing services whether extended or not for reasons other than increase in duties / taxes payable to the Governments in India within the stipulated delivery period. The Bidders should particularly take note of this factor before submitting the Bids.

#### **7.2.2 Signing the Bids**

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- a) The Bids shall be typed and shall be signed by the Bidder or a person or persons duly authorised to bind the Bidder to the Contract. All pages of the bid document including the supporting documents shall be signed and stamped by the authorised person.
- b) Any alterations, deletions or overwriting shall be treated valid only if they are attested by full signature by the authorised person.

#### **7.2.3 Sealing the Bid**

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The Price Bid shall be placed in a separate cover (Envelope-B) and sealed appropriately. The Price Bid cover shall be superscribed with Tender for Supply of Laptop Computers – Tender Ref.: \_\_\_\_\_ due on \_\_\_\_\_. The “FROM” address and “TO” address shall be written without fail otherwise the Price Bid is liable for rejection.

### **7.3 Outer Cover**

The Technical Bid cover (Envelope-A) and Price Bid cover (Envelope-B) shall then be put in a single outer cover and sealed. The outer cover shall be superscribed with Tender for Supply of Laptop Computers – Tender Ref.: \_\_\_\_\_ due on \_\_\_\_\_. The “FROM” address and “TO” address shall be written without fail otherwise the Technical Bid is liable for rejection.

### **7.4 Mode of Submission of Bids**

- a) The Bids should be dropped in the Tender box kept at ELCOT, 692, Anna Salai, Nandanam, Chennai- 600 035, Tamil Nadu on or before the due date and time. The Bids will not be received personally.
- b) Alternatively, if the Bidder prefers to submit the Bid by post, the Bidders should ensure that the Bids reaches 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) The Bids received after Due Date and Time or Unsealed or in incomplete shape or submitted by Facsimiles (FAX) or received without sample Laptop computer will be summarily rejected.

### **7.5 Modification and withdrawal of Bids**

The Bids once submitted cannot be modified or amended or withdrawn.



## **8. Bid Opening**

### **8.1 Technical Bid Opening**

The Tender outer cover and Technical Bid cover will be opened at 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 chooses 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.

### **8.2 Tender Validity**

- a) Bids submitted shall remain valid for a period of 180 days from the date of Tender opening. If the bid validity is lesser than 180 days, the Bid will be rejected as non-responsive. The Successful Bidders should extend the price validity till the completion of the order.
- b) In exceptional circumstances, ELCOT may solicit the Bidders to extend the validity. The Bidder should extend price validity and Bid security validity.

### **8.3 Initial Scrutiny**

Initial Bid scrutiny will be held and Tenders as given below will be treated as non-responsive.

- Tender not submitted in two parts as specified in the Tender and signing and stamping in all pages of the Bid
- Tender received without the Letter of Authorisation as specified in the Tender
- Tender received without EMD amount
- Tender found with suppression of facts/details

- Tender with incomplete information, subjective, conditional offers and partial offers
- Tender submitted without supporting documents to prove Eligibility criteria and Evaluation
- Tender not complying with any of the clauses stipulated in the Tender
- Tender with lesser validity period
- Tender received without sample Laptop Computer
- Tender received without sample Laptop Computer test report from the Testing Agency

All responsive Bids will be considered for further evaluation. The decision of ELCOT will be final in this regard.

#### **8.4 Clarifications by ELCOT**

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 the Bidder failed to comply with the requirements of ELCOT as stated above, such Bids may at the discretion of ELCOT, shall be rejected as technically non-responsive.

## **9. Tender Evaluation and Award of Contract**

### **9.1 Suppression of facts and misleading information**

- a) During the Bid evaluation, if any suppression or misrepresentation of information is brought to the notice of ELCOT, ELCOT shall have the right to reject the Bid and if after selection, ELCOT would terminate the contract as the case may be will be without any compensation to the Bidder and the EMD/ Security Deposit as the case may be shall be forfeited.
- b) Bidders should note that any figures in the proof documents submitted by the Bidders for proving their eligibility is found suppressed or erased, ELCOT shall have the right to seek the correct facts and figures or reject such Bids.
- c) It is up to the Bidders to submit the full copies of the proof documents to meet out the criteria. Otherwise, ELCOT at its discretion may or may not consider such documents.
- d) The Tender calls for full copies of documents to prove the Bidder's experience and capacity to undertake the project.

### **9.2 Technical Bid Evaluation**

- a) The Bidders who have duly complied with the Eligibility Criteria and passed in sample Laptop computer testing by Testing Agency will be eligible for further processing.
- b) The Tenders, which do not conform to the Technical Specifications or Tender conditions or Bids without Test certificate on the Laptop Computer offered or Tenders from Bidders without adequate capabilities for supply and maintenance will be rejected. The Eligible Bidders alone will be considered for further evaluation.

### **9.3 Price Bid Evaluation**

- 1) Bidders who are qualified in Technical Bid (Envelope-A) only will be called for Price Bid opening. 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. The Price evaluation will include all Duties and Taxes as given below.
  - i) In cases of discrepancy between the cost quoted in Words and in Figures, the lower of the two will be considered.
  - (ii) 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 cost per Laptop Computer as per the above evaluation will be adjudged as L1. ELCOT will not be responsible for any erroneous calculation of tax rates or any subsequent changes in rates or structure of applicable taxes. All differences arising out as above shall be fully borne by the Successful Bidder.
- 4) ELCOT may negotiate with the Lowest Cost offered Bidder (L1) for further reduction of the price. ELCOT reserves the right to ask other Bidders to match L1 price.

#### **9.4 Award of Contract**

- 1) Total quantity will be apportioned among the L1 Bidder and other Bidders who have agreed to match L1 rate, as per the provisions of Tamil Nadu Transparency in Tenders Act, 1998 and the Tamil Nadu Transparency in Tenders Rules, 2000 and Terms and Conditions of the Tender.
- 2) No dispute can be raised by any Bidder whose Bid has been rejected and no claims will be entertained or paid on this account.

#### **9.5 ELCOT reserves the right to;**

- 1) Negotiate with the Bidder whose offer is the lowest evaluated price for further reduction of prices.
- 2) Insist on quality/specification of materials to be supplied.
- 3) Modify, reduce or increase the quantity requirements to an extent of 25% of the Tendered quantity as per the provisions of Tamil Nadu Transparency in Tenders Act 1998 and Tamil Nadu Transparency in Tenders Rules, 2000.
- 4) Change the list of areas of supply locations from time to time based upon the requirement of the purchase.
- 5) Ask other qualified Bidders to match L1 price as this is a rate contract tender.

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- 6) If delivery performance of the Bidder is not as per the Schedule, then ELCOT reserves its right to reallocate the quantity to other Bidder.
- 7) ELCOT reserves its right to inspect the bidders' factory before or after placement of orders and based on the inspection, ELCOT reserves a right to modify the quantity ordered.
- 8) ELCOT reserves its right to withhold any amount for the deficiencies in the service aspect of Laptop computers distributed to the Beneficiaries.

## 10. Execution of Work

### 10.1 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.

### 10.2 Letter of Acceptance (LOA)

After acceptance of the Tender by ELCOT, a Letter of Acceptance (LOA) will be issued only to the Successful Bidder(s). Under this rate contract, ELCOT has the right to issue LOA to more than one bidder.

### 10.3 Payment of Security Deposit (SD)

- a) The Successful Bidders will be required to remit the Security Deposit equivalent to 2% (Two 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 should be paid within one week** from the date of issue of **Letter of Acceptance by ELCOT.**
- b) The Security Deposit will be refunded to the Successful Bidder 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 thereof.

- c) The Security Deposit will be forfeited if the Successful Bidder withdraws the Bid during the period of Bid validity specified in the Tender or if the Bidder fails to sign the contract.

#### **10.4 Execution of Agreement**

- a) The Successful Bidder shall execute a Contract in the INR 20 non-judicial stamp paper bought in Tamil Nadu only in the name of the Bidder or declared 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. ELCOT reserves its right to cancel the purchase order either in part or full, if this condition is violated.

#### **10.5 Establishing Local office in Chennai**

The Successful Bidder should set up a local office in Chennai within 30 days from the date of issue of Letter of Acceptance by ELCOT as otherwise the Security Deposit remitted by the Successful Bidder will be forfeited.

#### **10.6 Release of Firm Purchase Order**

After execution of the Contract and payment of Security Deposit, “**Firm Purchase Order**” for the supply and commissioning of Laptop Computers will be issued to the Successful Bidder by ELCOT. The supply and payment will be based on the Purchase Order(s) issued from time to time.



### **10.7 Refund of EMD**

The EMD amount paid by the Successful Bidder(s) will be adjusted towards Security Deposit payable by them. If the successful Bidder submits Security Deposit for the stipulated value in full by way of Bank Guarantee, the EMD will be refunded. The EMD amount of the unsuccessful Bidder will be refunded after finalisation and issue of firm purchase order to the Successful Bidder.

### **10.8 Delivery Schedule**

- a) The Supply and commissioning of all the ordered items shall be commenced within 30 Calendar days from the date of issue of Letter of Acceptance (LOA) by ELCOT and the entire supply should be completed within the schedule as given below.

<b>Spell</b>	<b>Period</b>	<b>Quantity to be supplied</b>
1.	30 days from the date of LOA issued by ELCOT	Not less than 20% of the ordered quantity
2.	60 days from the date of LOA issued by ELCOT	Not less than 40% of the ordered quantity including the quantity in Sl.No. 1
3.	90 days from the date of LOA issued by ELCOT	Not less than 70% of the ordered quantity including the quantity in Sl.No. 1 & 2
4.	120 days from the date of LOA issued by ELCOT	The balance of the ordered quantity

- b) The Successful Bidder shall augment the manufacturing and supply of the Laptop Computers accordingly. Time is the essence of this contract.
- c) The Laptop Computers should be delivered at the Schools and Colleges in the allotted districts in the State of Tamil Nadu.
- d) Separate guidelines for the delivery, commissioning and acceptance will be issued by ELCOT.

### **10.9 Release of SD**

The Security Deposit will be refunded to the Successful Bidder on completion of entire supply subject to satisfaction of ELCOT. Such completion would be arrived at when the entire quantity is supplied by the Bidder as per the contract agreement and as per Purchase Order (s) issued by ELCOT from time to time.

### **10.10 Termination of Contract**

#### **10.10.1 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 ELCOT terminates the Contract in whole or in part, ELCOT may procure, upon terms and in such manner as it deems appropriate, the goods and services similar to those and delivered and the Successful Bidder shall be liable to ELCOT for any additional costs for such similar goods. However, the Successful Bidder shall continue the performance of the contract to the extent not terminated.

### **10.10.2 Termination for Insolvency**

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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.

### **10.10.3 Termination for Convenience**

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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.

## **11. Supply and Commissioning**

### **11.1 Pre-despatch inspection**

#### **11.1.1 For the Laptop Computers Manufactured in India**

- a) Bidder should conduct 100% pre-despatch inspection on Laptop Computers as per tender specification.
- b) ELCOT will nominate third party agencies who will conduct independent inspection and specification conformity on random sample basis at the manufacturer's plant.
- 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 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 must 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.

**11.1.2 For the Laptop Computers manufactured out side India**

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- a) Bidder should conduct 100% pre-despatch inspection on Laptop Computers as per tender specification at the Manufacturers' plant.
- 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.
- c) Such manufacturers will be required to set up storage Godowns 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. 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.

## **11.2 Packing and Storage**

### **11.2.1 Packaging**

Each package would contain the month and year of manufacture, manufacturer's serial number and barcode printing of manufacturing details. Stickers containing the manufacturer's serial number and barcode printing of the serial number with one number should be stuck outside the Carton box, in the Warranty manual and in the acknowledgement form. Detailed instructions regarding this aspect would be issued to the Successful Bidder(s) by ELCOT. The Successful Bidder should furnish the service centre details in each carton box to enable the beneficiaries to contact the appropriate service centre in case of necessities. Similarly, the toll free telephone number also should be prominently displayed in the user manual to facilitate the beneficiaries.

### **11.2.2 Packing**

- i) Accepted items after third party inspection should be stuck with QC Passed slip.
- ii) Individual items should be packed in polythene pouches of appropriate sizes.
- iii) Laptop computers should be packed as per the standard packing followed by Industry. All other items should be individually packed and put inside the Laptop box. Finally, the packing slip should be dropped inside the carton boxes.
- iv) The carton boxes should be sealed and preserved in the stores.
- v) The manufacturer's serial number should be prominently stuck / written on the carton box along with Barcode (code 3 of 9 standards). Removable stickers should be in addition to the normal printing on the carton boxes.

- vi) Each box should contain a delivery note containing the manufacturer serial number, month and year of manufacturing along with provision for writing down the beneficiary number, name and date of delivery.

### **11.2.3 Packing List**

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A packing list should be prepared for the following items.

- i) Laptop model number, batch number and serial number
- II) User Manual in Tamil and English.
- III) Do's and Don'ts instruction leaflet in Tamil and English.
- iv) A brochure containing ELCOT's help desk logo having website address, call centre telephone numbers shall be placed in the warranty card, user manual, Do's and Don'ts instruction guide in Tamil and English.
- v) Names and addresses of Service centres, contact persons in each service centre, Telephone numbers and also the supervisor's name, address and telephone numbers to enable the end user to contact the supervisors in the event of poor service by the authorised service personnel.
- vi) Two number of removable barcode stickers containing the manufacturer's serial number. This should be as per the format prescribed by ELCOT.

### **11.3 Online filing of delivery details**

- a) ELCOT will facilitate online ERP software for filing the delivery details by the Successful Bidder. The Successful Bidders have to file the Laptop Computer supply details online. The date of despatch, quantity and manufacturer serial numbers of every Laptop Computer shall be filed. Detailed instructions in this regard will be issued to the Successful Bidders by ELCOT.

- b) Similarly, the beneficiaries can have after sale service using the system supported by the IVR based toll free call centre number. Suitable instructions will be given in due course.

#### **11.4 Delivery of the Laptop Computers**

- a) Delivery of the Laptop Computers shall be made to the individual schools and colleges as per the consignee address to be provided to the supplier by ELCOT.
- b) Actual distribution of the Laptop Computers to the beneficiaries is not the responsibility of the bidders.
- c) The Laptop Computers shall be supplied in full as per ordered configuration and quantity for acceptance testing. The Laptop Computers which do not comply with the technical specification will not be accepted under any circumstance.
- d) Insuring the goods in transit is the responsibility of the suppliers.
- e) The items should be delivered at the distribution centres on F.O.R destination basis and items should be handed over to the officials/acceptance teams concerned at the locations. The list of locations and respective quantity will be provided to the successful Bidder.
- f) The successful Bidder shall send status report on delivery in the format to be prescribed in such intervals as may be required by ELCOT from time to time till the execution of the entire order. ELCOT made arrangements and hosted an interactive website to enable the supplier to file the delivery notes.



**Rate contract for supply of Laptop Computers**  
**Tender reference: ELCOT/PID/ICB/LTC/PI/2011-12**

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- g) The Successful Bidder shall undertake to supply spares free of cost for the maintenance of the offered items for a period of **three years**. At least 1% of critical hot spares should be maintained at Service Centres till the completion of the warranty period. The Successful Bidder should keep the spares available for sale at least for a period of two years after the completion of the warranty period.
- h) A leaflet containing the details of the service centres responsible to attend the installation, warranty services at each geographical area, name and designation of the contact persons and centre in-charge, higher level in-charge who is responsible to oversee the service centres, person to whom complaints can be made in case the service provided by any centre is not satisfactory, phone, fax, mobile numbers & email address must be provided along with each laptop delivered. This would enable the beneficiaries to directly approach the service centres in the event of repairs. These details also should be provided to ELCOT. This would be published on ELCOT's website.
- i) If within a month of delivery and commissioning but within the warranty period, the operation or use of the equipment proves to be unsatisfactory, the Successful Bidder shall replace the faulty ones or carry out necessary repairs as per the warranty terms and conditions agreed upon with ELCOT.
- j) In case the Successful Bidder fails to carry out the warranty regulations, ELCOT would engage any other operator and carry out the service/replacement and deduct the amounts from the warranty amount retained by ELCOT as per the Payment terms or from their pending bills or any money due or payable to them.

- k) Depending upon the ground situations and instructions from the District officials, ELCOT reserves the right to divert the supply of Laptop Computers from the allotted Successful Bidder to other Successful Bidders.

#### **11.5 Insurance**

The delivery of goods to the destination is the responsibility of the Successful Bidder only. The goods supplied under the contract should be covered for comprehensive Insurance by the Successful Bidder till delivery and acceptance by the authorised person.

#### **11.6 Acceptance**

- a) The Head of the Schools and Colleges will make suitable arrangement for verifying the Laptop Computers supplied and accepting the same. Suitable guidelines will be issued in this regard.
- b) Random samples of 5% on the lot from the Laptop Computers supply in each Schools and Colleges shall have to be tested at the site. The representative of the Successful Bidder should carry out the testing along with acceptance team from the Institution.
- c) Hands on Training should be arranged for the students in all the Institution premises.
- d) The Acceptance team will issue the acceptance certificate in the prescribed format and based on the above payments will be released.

#### **11.7 Billing**

The Successful Bidder shall raise the invoice for the Laptop Computers supplied in the name of Schools/Colleges, where the Laptop Computers are delivered.

### **11.8 Service Centres**

- a) The Successful Bidder shall set up **service centre facility** in all the Taluk Headquarters in the allotted Districts within 30 days from the date of issue of Letter of Acceptance by ELCOT. These service centres should operate throughout the warranty period of 36 months plus **a grace period of three months**. The authorised agencies/ consortium partners should remain in the geographical area for a minimum period of 3 years.
- b) Depending on the ground conditions and necessity from the requirements, ELCOT reserves the right to divert the supply of Laptop Computers from one allotted supplier to others. In the above circumstances, the successful Bidder should open service centres in the respective Taluks within 15 days.

### **11.9 Support Services**

- a) The Successful Bidder should provide comprehensive maintenance of the Laptop Computers, which shall include corrective maintenance at the delivery locations.
- b) The service personnel of the Successful Bidder should schedule visits to the school/colleges for attending the complaints or service calls. ELCOT will monitor the service activity.
- c) The maintenance shall include replacement of all parts. If the Laptop is down, the same should be repaired/ restored/ replaced within 72 Hours.
- d) If the successful bidder, 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. This will be deducted from the bills due/ warranty sum / Security Deposit.

- e) The Purchaser reserves right to terminate the warranty maintenance contract in the event of unsatisfactory maintenance and claim damages and Costs for non-fulfilment of contract.

<b>12. Warranty</b>
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1. The Laptop computers supplied shall be under a warranty against any manufacturing defect for a period of 36 months from the date of supply and commissioning at the designated centres and acceptance by the authority. However, the Batteries used in the Laptop computers shall be under a warranty for a period of 12 months from the date of supply and commissioning at the designated centres and acceptance by the authority.
2. The free warranty period of 36 months for the Laptop Computer and 12 months for the Laptop Computer Battery shall start from the date of supply and commissioning at the designated centres against breakages, malfunctions and breakdowns due to manufacturing defects, but does not include physical damages by the End User.
3. The successful Bidder 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 end user.
4. Irrespective of the warranty obligations, the Successful Bidder 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.
5. The warranty will cover all the materials and goods supplied by the Successful Bidder under this contract irrespective of the fact whether these have been manufactured by the Successful Bidder or not. The decision in this regard by ELCOT is final and binding on the successful bidder.

### **13. Traceability of Laptop Computers supplied**

The Laptop Computers supplied under this scheme are meant to be distributed to the students within Tamil Nadu on free of cost basis. In order to prevent the misuse of the Laptop Computers such as unauthorised sale by the beneficiaries or diversion to the open market, the following incorporations shall be made in the laptop computers.

- a) On-screen display of Tamil Nadu Government Logo on switching the Laptop Computer which shall be burnt in the chip
- b) Engraving of Government of Tamil Nadu Logo at suitable place of the laptop computer (instruction will be issued by ELCOT to the successful Bidders)
- c) Screen printing on the top of the Laptop computer (layout will be given by ELCOT to the successful Bidders)
- d) Printing of the Tamil Nadu Government logo on the mother board (instruction will be issued by ELCOT to the successful Bidders)
- e) Screen printing on the front side of the backpack of the laptop computer (layout will be given by ELCOT to the successful Bidders)

**Note: Design approval for the logo and layout approval shall be obtained from ELCOT before using in the production.**

These features are meant for the specific supply to the Government of Tamil Nadu and the successful Bidders are not permitted to use them for their normal sale.

## **14. Liquidated Damages**

- 1) This is a time bound project. Any delay will make the project fruitless. Hence if the Successful Bidder fails to deliver the materials as per the monthly delivery schedule specified, the following liquidated damages (LD) will be applied.
- 2) In the event of non-fulfilment of monthly delivery schedule a Liquidated Damages at the rate of 1% per week on the undelivered quantity of the order on the value of the order will be levied subject to a maximum of 5%. The Liquidated Damages amount will be automatically deducted from the Bills submitted by the Successful Bidder. Even if the delivery is not completed, ELCOT will make alternative arrangement and the cost incurred by ELCOT for doing the same will be deducted from the Successful Bidder.
- 3) Supplier's performance will be reviewed on the first day of every month. The shortfall in monthly delivery schedule would be reduced from the overall orders given to the supplier. An equivalent quantity may be allocated to the performing Successful Bidder then and there as additional supply order.
- 4) If it is found that the Successful Bidder misuses the Tamil Nadu Government Logo engraving for any purpose other than for the supply of Laptop computers to the Purchaser, ELCOT and /or the State Government would have the right to proceed against the Successful Bidder. The successful bidder is liable to pay agreed sum of Rs.10.00 Lakhs (Rupees Ten Lakhs only) as Liquidated Damages every time such violation is noticed. 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 Successful Bidder from taking part in any ELCOT tender for a minimum period of 3 years thereafter.

<b>15. Payment Terms</b>
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- 1) All payments will be made in INR only.
- 2) No advance will be paid or no letter of credit will be issued.
- 3) 90% payment will be released after successful completion of supply and acceptance.
- 4) 3% payment will be released after one year from the date of supply and acceptance.
- 5) 3% payment will be released after two years from the date of supply and acceptance.
- 6) 4% payment will be released after three years from the date of supply and acceptance.
- 7) The payment will be subject to fulfilment of warranty obligations.
- 8) 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, the successful bidder is liable to return the same.
- 9) The Successful Bidder will 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.



## 16. Technical Specification

Description	Specification
Construction and Externals	Metal / Alloy / reinforced hinges for Display. The casing ABS plastic of Black colour.
Processor (Minimum)	Intel® Pentium Dual Core P6200 or Equivalent AMD Processor (clock speed of minimum 2.1 GHZ)
Memory	2 GB DDR3 SD RAM @ 1066 Mhz Speed
Chipset	Mobile Intel HM55 Express Chip set or equivalent chip set for AMD
Display	LED 14 Inch display with 1366 X 768 resolution or higher
Hard Disk Drive	320 GB SATA
DVD Drive	8X DVD Read Write
Qualifying Bench mark	BAPCO Sysmark 2007 overall score of minimum 120 with Windows7 and 2 GB memory.
Graphics Card	Integrated Graphic supporting 128 MB VRAM or higher
Ports	I/O Ports, Minimum 3 USB, VGA, S-Video, Headphone/speaker out, RJ-45, AC power
LAN Card	10/100
Wireless	Wireless 802.11a/b/g/n
Keyboard	Standard spill proof keyboard with integrated touch pad
Camera	Inbuilt – 1.3 Megapixel or above
AC Power adapter	Input 170V- 270V, 50 Hz AC power adapter
Operation Temperature	0-55 Degree Centigrade
Battery Type	Standard Rechargeable 6 cell Li-Ion (47 WHr) with minimum 3 hours backup
Certifications	CE / UL, FCC Compliance, RoHS, ENERGY STAR®, EPEAT Certification, Windows and Linux compliance certificate.
Operating System	Preloaded Dual booting - Windows starter edition with Anti Virus for 1 year license and Linux.
Standard accessories	Power cable, Interface cable, Power adapter and charger, User manual, Laptop Backpack.
Laptop Form factor	About 13.5 inch width, 9.6 inch depth, Height ranging from 1 to 1.3 inch
Weight	Less than 2.7 Kgs with battery
Warranty	3 years comprehensive warranty for the Laptop and 1 year for the Laptop battery.
Contents	a) Tamil software complying with Unicode standard should be preloaded. The Tamil software should enable Tamil typing in Word, Spreadsheet, presentation and database programs. b) Any other free educational contents that are useful for the students shall be preloaded in the Laptop computers.

## **17. Tentative Specification for Laptop Computer Backpack**

The tentative model and specification for the Laptop Computer backpack is given below. The Bidder should get the sample backpack approved by ELCOT before using in production.

### **1. Tentative Model for Laptop Computer Backpack**



### **2. Tentative Specification for Laptop Computer Backpack**

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.	Weight	0.86 kg approximately
7.	Logo and image	Government Logo, image and Scheme name shall be on the front pocket as per the design which will be given by ELCOT.

## 18. Carton Box Printing Contents

### Front & Rear Side Printing

**Thamizhaga Arasu Madikkanini Thittam – 2011 (in Tamil)**

Font Type: Any Tamil font

And

**Government of Tamil Nadu Laptop Computer**

Font Type: Any English font

### Left & Right side Printing

“HANDLE WITH CARE”

Along with standard symbols of Packaging and the table as given below:

Serial Number	**
Contents	Laptop Computer
Quantity	One
Voltage / Watts	170 ~ 270 V AC, 50 Hz
Size of packing box	----cm(L ) x -----cm (W) x ---- cm (H)
Unit Size	----cm(L ) x -----cm (W) x ---- cm (H)
Weight	Nett ----- Kg                      Gross -----Kg
Manufactured in	Month                      &                      Year Made in (country name)

If the successful bidders are from outside India, then the Laptop Computers will be marked as “Made in (country name)” in the appropriate place.

### **Details of Laptop Computer serial number pattern provided to each successful bidder**

The following serial number pattern may be followed by all the successful bidders.

The Laptop Computer serial number consists of six segments 2 + 1 + 2 + 2 + 2 + 7 = 16 and the details are given below. Only numbers shall be used. All the numbers shall be continuously written.

**Rate contract for supply of Laptop Computers**  
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Supplier code	Phase	Supplier Model Number	Year	Month	Laptop Computer Serial Number
2 digits	1 digit	2 digits	2 digits	2 digits	7 digits
● ●	●	● ●	● ●	● ●	● ● ● ● ● ● ●

**Important Note:** The Manufacturer's Name and Brand Name should not be printed on the Carton Box. However they can print the Manufacturer's Name in short form.

**19. Details of Items and Quantity**

#	Item Description	Units	Approximate Quantity
1.	Laptop computers as per Technical Specification	Numbers	9,12,000
2.	User manual in Bilingual Tamil and English – (Single Booklet)	Numbers	9,12,000
3.	Do's and Don'ts instruction guide in Tamil and English	Numbers	9,12,000
4.	Laptop Backpack as per tentative specification	Numbers	9,12,000



# Government of Tamil Nadu

## Rate Contract for Supply and Commissioning of Laptop Computers throughout the State of Tamil Nadu

## International Competitive Bidding (ICB)

Tender Reference: ELCOT/PID/ICB/LTC/PI/2011-12  
Advertised on 04/06/2011

### Technical Bid (Envelope-A)

**ELCOT**  
Adding Value through IT

### Electronics Corporation of Tamil Nadu Limited

MHU Complex II Floor,  
692 Anna Salai, Nandanam  
Chennai-600035

Phone: +91-44-65512300 Fax: +91-44-2433 0612  
Email: [lrc1@elcot.in](mailto:lrc1@elcot.in) Website: [www.elcot.in](http://www.elcot.in)

## Technical Bid (Envelope-A)

(All pages of the Technical Bid should be organised section-wise, annexed with proof documents, serially numbered and stitched in tact and submitted)

### A1.1 Profile of the Bidder

#	Particulars	Bidder or Prime Bidder	Consortium Partner-1	Consortium Partner-2
1.	Name of the Company			
2.	Year of incorporation			
3.	<b>Registered office</b>			
	Address			
	Office Telephone Number			
	Fax Number			
	<b>Contact Person</b>			
	Name			
	Personal Telephone Number			
	Email Address			
5.	<b>Local office in Tamil Nadu</b>			
	Address			
	Office Telephone Number			
	Fax Number			
6.	<b>Tender signing authority</b>			
	Name			
	Address			
	Personal Telephone Number			
	Email Address			
	Please enclose Authorisation or Power of Attorney to sign and submit the Tender			
7.	Address for communications under the current Tender			
8.	<b>Registration Details</b>			
	Permanent Account Number			
	VAT Registration Number			
	CST Registration Number			
	Service Tax Registration Number			
9.	Banker's Name, Address and Account Number			

### A1.2 EMD Amount

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

**A1.3 Furnish details for meeting the Eligibility Criteria**

**1) Details about Incorporation**

#	Description	Bidder or Prime Bidder	Consortium Partner-1	Consortium Partner-2
1.	Year of Incorporation			
2.	Please enclose Certificate of Incorporation			
3.	In case of Consortium, please enclose the Letter of Intent to execute consortium and Power of Attorney signed by the legally authorised signatories of all the partners			

**2) Details about Manufacturing**

#	Description	Please furnish details
1.	Name of the Bidder or Consortium partner in the Laptop computer manufacturing business	
2.	Please enclose Manufacturing License	
3.	Date of commencement of Laptop computer production	
4.	Date of commencement of Laptop Computer Sales	
5.	Manufacturing plant address	
6.	Please enclose monthly returns of Excise duty or CST filed or any valid proof	

**3) Details about Annual Turnover**

#	Audited years	Bidder or Prime Bidder	Consortium Partner-1	Consortium Partner-2
1.	2009-2010			
2.	2008-2009			
3.	2007-2008			
4.	2006-2007			
4.	Please enclose audited Annual Report including Balance sheets and Profit and Loss accounts for the audited years			

**4) Details about Manufacturing Capacity**

#	Description	Please furnish details
1.	Manufacturing capacity per annum	
2.	Please enclose valid proof for the manufacturing capacity	



**Rate contract for supply of Laptop Computers**  
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**5) Details about the Sales**

#	Audited Years	No. of Laptop Computers sold
1.	2009-2010	
2.	2008-2009	
3.	2007-2008	
4.	Please enclose annual relevant Excise duty return or CST return filed or any valid proof	

**6) Details about the Quality Certification**

#	Details	No. of Laptop Computers sold
1.	Validity of the ISO 9001:2008 certificate	Issued date: Validity date:
2.	Please enclose copy of the ISO Certificate	
3.	In case of manufacturer adopted Total Production Management (TPM) and Six Sigma, please furnish details of Certification	

**7) Details about the Blacklisting**

#	Description	Bidder or Prime Bidder	Consortium Partner-1	Consortium Partner-2
1.	Does the Bidder or in case of Consortium, all or any the consortium partners have been blacklisted by any of the State/Central Government or organisations of the State/Central Government in INDIA in the past three years as on 31/03/2011			
2.	Bidder or in case of Consortium, all the consortium partners should submit the undertaking letter			



**Appendix-1 Bidder's undertaking covering letter**

(Letter should be submitted by 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: Rate contract for supply of Laptop Computers under the scheme of Government of Tamil Nadu free distribution of Laptop Computers to the Students – Reg.

Ref: Tender Reference ELCOT/PID/ICB/LTC/PI/2011-12

1. We have examined the Tender for supply 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 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.

**Rate contract for supply of Laptop Computers**  
**Tender reference: ELCOT/PID/ICB/LTC/PI/2011-12**

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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 I/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.
9. We also declare that our Company/Organisation is not blacklisted by any of the State or Central Government and organisations of the State or Central Government in INDIA in the past three years as on 31/03/2011.

Signature of the authorised person:

Name of the authorised person:

Designation:

Name and Address of Bidder

Stamp of bidder

**CERTIFICATE AS TO AUTHORISED SIGNATORIES**

I, certify that I am ..... of the ....., and that  
..... who signed the above  
Bid has been duly authorized to sign the same on behalf of our Organisation.

Date:

Signature:

Seal:

**Appendix-2 Manufacturer's Authorisation**

(For Bidders who are other than manufacturers)

To

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

We hereby authorise ----- (type the Name and Address of the Bidder) to submit a Bid and subsequently negotiate and sign the contract with ELCOT against Tender Ref.: **ELCOT/PID/ICB/LTC/PI/2011-12** for the supply of Laptop Computers Manufactured by us. We hereby extend our full guarantee and warranty for the goods offered for supply by the above company against this Tender.

(Signature for and on behalf of Manufacturer)

Note: Competent authority of the Manufacturer/Principal should issue letter of authority.

**Appendix-3 Bidder's undertaking for minimum quantity offered**

(Letter should be submitted by 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: Rate contract for supply of Laptop Computers under the scheme of Government of Tamil Nadu free distribution of Laptop Computers to the Students – Reg.  
Ref: Tender Reference ELCOT/PID/ICB/LTC/PI/2011-12

I/We shall undertake to supply a quantity of \_\_\_\_\_ nos. of Laptop Computers under this Tender.

I/We am/are aware that if I/We am/are not able to supply the quantity of 50,000 laptop computers, my/our Bid is liable for rejection.

Signature of the authorised person:  
Name of the authorised person:  
Designation:  
Name and Address of Bidder  
Stamp of bidder

**Appendix-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 - 600035

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.



**Rate contract for supply of Laptop Computers**  
**Tender reference: ELCOT/PID/ICB/LTC/PI/2011-12**

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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)

**Appendix-5 Model Form of Contract**

**To be executed on a Rs. 20/- Non-judicial Stamp paper bought in Tamil Nadu by the Successful Bidder 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 July 2011 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 "Successful Bidder" (Which term shall mean and include its successors and permitted assigns)

Whereas ELCOT on behalf of the Government of Tamil Nadu invited a Rate Contract tender vide Tender Ref. No. ELCOT/PID/ICB/LTC/P1/2011-12 for the supply of Laptop Computers throughout the State of Tamil Nadu and the Successful Bidder was selected as one of the suppliers as per the following terms and conditions:-

**Rate contract for supply of Laptop Computers**  
**Tender reference: ELCOT/PID/ICB/LTC/PI/2011-12**

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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 Three years. But in the event of any breach of the Contract at any time on the part of the Successful Bidder, the contract shall be terminated by ELCOT without compensation to the Successful Bidder. The contract may also be put to an end at any time by the Purchaser upon giving seven days notice to the Successful Bidder.
2. The Successful Bidder agrees to supply and commission a quantity of ----- No. of Laptop computers with accessories, and three year warranty period with one year warranty for the Battery used in the Laptop Computers 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) Supply and commissioning of all the ordered items shall be commenced within 30 Calendar days from the date of issue of Letter of Acceptance (LOA) by ELCOT and the entire supply should be completed within the schedule as given below.

Spell	Period	Quantity to be supplied
1.	30 days from the date of LOA issued by ELCOT	Not less than 20% of the ordered quantity
2.	60 days from the date of LOA issued by ELCOT	Not less than 40% of the ordered quantity including the quantity in Sl.No. 1
3.	90 days from the date of LOA issued by ELCOT	Not less than 70% of the ordered quantity including the quantity in Sl.No. 1 & 2
4.	120 days from the date of LOA issued by ELCOT	The balance of the ordered quantity

- b) The Duties and/or 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, the successful bidder is liable to return the same.

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 Successful Bidder.
4. The Successful Bidder 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 Successful Bidder. If the Successful Bidder 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 Successful Bidder at its cost.
- c) The Laptop Computers should be delivered at Schools/ Colleges in the allotted districts in the state of Tamil Nadu.
- d) Separate guidelines for the delivery, commissioning and acceptance will be issued by ELCOT to the Successful Bidder from time to time.

**6. Insurance**

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

**7. Acceptance**

The Head of the Schools and Colleges will make suitable arrangement for verifying the Laptop Computers and acceptance. Suitable guidelines will be issued by ELCOT in this regard.

8. The Successful Bidder shall set up service centre facility in all the Taluk Headquarters in the allotted Districts in Tamil Nadu within 30 days from the date of receipt of Letter of Acceptance. These service centres should operate during the warranty period of 36 months plus a grace period of three months.

**9. Support Services**

- a) The Successful Bidder should provide comprehensive maintenance of the Laptop Computers, which shall include corrective maintenance at the delivery locations.
- b) The service personnel of the Successful Bidder should schedule visits to the schools/colleges for attending the complaints or service calls.
- c) The maintenance shall include replacement of all parts. If any complaint is received by the Successful Bidder, the same should be repaired/ restored/ replaced within 72 Hours.
- d) If the Successful Bidder, 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.
- e) 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 Successful Bidder.

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.

**Rate contract for supply of Laptop Computers**  
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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.
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 Successful Bidder and faulty parts/materials that arise out of such replacements shall be taken back by the Successful Bidder 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 Successful Bidder 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 from others instead of any goods or materials so rejected or not delivered. Unless the Successful Bidder shall themselves forthwith supply that shall be sufficient and satisfactory any excess of 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 Successful Bidder.
15. **Liquidated Damages for delayed supply**

- a. This is a time bound project. Any delay will make the project fruitless. Hence if the Successful Bidder fails to deliver the materials as per the monthly delivery schedule specified, the following liquidated damages (LD) will be applied.
- b. The performance of the Successful Bidder will be reviewed on the first day of every month. The shortfall in delivery schedule would be reduced from the overall orders given to the Successful Bidder. An equivalent quantity may be allocated to the other performing successful Bidder then and there as additional supply order.
- c. In the event of non-fulfilment of monthly delivery schedule a Liquidated Damages at rate of 1% per week on the undelivered quantity of the order on the value of the order will be levied subject to a maximum of 5%. The Liquidated Damages amount will be automatically deducted from the Bills submitted by the Successful Bidder. Even, if the delivery is not completed, ELCOT will make alternative arrangement and the cost incurred by ELCOT for doing the same will be deducted from the Successful Bidder.
- d. ELCOT would have a right to cancel the Purchase Order partially or in full and entrust the orders to another Successful Bidder if the supply is delayed beyond a reasonable period, say 15 days after the due date.

**16. Liquidated Damages for Misuse of the Government Logo**

If it is found that the Successful Bidder misuses the Tamil Nadu Government Logo engraving for any purpose other than for the supply of Laptop computers to the Purchaser, ELCOT and /or the Purchaser would have the right to proceed against the Successful Bidder and the Successful Bidder should pay a sum Rs.10.00 Lakhs (Rupees Ten Lakhs only) as Liquidated Damages every time such violation is

noticed. The Liquidated Damages would be in addition to the other liability under the Emblems Act and other laws. ELCOT would also have the right to blacklist such Successful Bidder from taking part in any ELCOT tender for a minimum period of 3 years thereafter.

**17. Warranty**

- a) The Laptop computers supplied shall be under a warranty against any manufacturing defect for a period of 36 months. However, the Batteries used in the Laptop computers shall be under warranty for a period of 12 months. The free warranty period of 36 months for the Laptop Computer except Battery / 12 months for the Battery shall start from the date of supply and commissioning at the designated centres against breakages, malfunctions and breakdowns due to manufacturing defects but does not include physical damages by the End User. The successful Bidder 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 end user. The decision in this aspect by ELCOT is final and binding on the successful bidder.
- b) Irrespective of the warranty obligations, the Successful Bidder is liable for replacing a faulty Laptop computer if any malfunction is noticed due to manufacturing defects within 30 days after supply. Replacement of spare parts during warranty period arises only after the above stated 30 days period.
- c) The warranty will cover all the materials and goods supplied by the Successful Bidder under this contract irrespective of the fact whether these have been manufactured by the Successful Bidder or not.



18. The Successful Bidder agrees to provide comprehensive maintenance of the ordered items, which shall include corrective maintenance at the location specified by the Purchaser. If within 30 days after delivery and commissioning, the operation or use of the equipment proves to be unsatisfactory, the supplier shall replace the faulty set with a new one. The maintenance shall also include replacement of all parts. The Ordered items, which are down, should be restored in good working condition within 72 Hours. Otherwise, the Successful Bidder shall be liable for a penalty of 1.00% per week of the breakdown period on the cost of the Laptop. The Purchaser reserves right to terminate the maintenance contract in the event of unsatisfactory maintenance and claim damages for non –fulfilment of contract.

**19. 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) 90% payment will be released after successful completion of supply and acceptance.
- d) 3% payment will be released after one year from the date of supply and acceptance.
- e) 3% payment will be released after two years from the date of supply and acceptance.
- f) 4% payment will be released after three years from the date of supply and acceptance.
- g) The payment will be subject to fulfilment of warranty obligations.
- h) The Successful Bidder will have full and exclusive liability for payment of all Taxes and other statutory payments payable under any or all of the Statutes/Laws/Acts etc now or hereafter imposed.

**20. Force Majeure**

Neither the Purchaser/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:

- Natural phenomena including but not limited to earthquakes, floods and epidemics.
- Acts of any Government authority domestic or foreign including but not limited to war declared or undeclared, priorities and quarantine restrictions.
- Accidents or disruptions including, but not limited to fire, explosions, breakdown of essential machinery or equipment, power and water shortages.

21. The following document shall be deemed to form and be read and constructed as part of this Contract.

- a) Technical Specifications
- b) Tender Terms and Conditions
- c) Amendments issued by ELCOT for the Tender document
- d) Corrigendum/Clarifications issued by ELCOT for the Tender document
- e) Detailed final offer of the Successful Bidder
- f) Purchase Order(s) issued by ELCOT from time to time
- g) Correspondence made by ELCOT to the successful Bidder from time to time during the period of the contract.

Wherever the offer conditions furnished by the Successful Bidder 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 Successful Bidder.

22. 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.
23. (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 Successful Bidder 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 Successful Bidder shall be deemed to be sufficiently served, if given or left in writing at their usual or last known place of abode or business.

**24. Termination of Contract**

**24.1 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 seven 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 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 ELCOT terminates the Contract in whole or in part, ELCOT may procure, upon terms and in such manner as it deems appropriate, the goods and services similar to those and delivered and the Successful Bidder shall be liable to ELCOT for any additional costs for such similar goods. However, the Successful Bidder shall continue the performance of the contract to the extent not terminated.

**24.2 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.

**24.3 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.

25. In case of any dispute, the matter will be referred to a sole Arbitrator to be appointed by the Managing Director of ELCOT in accordance with the Arbitration and Conciliation Act 1996. The arbitration shall be held in Chennai, India and the language English only.
26. Subject to the above, the Courts at Chennai alone only shall have jurisdiction in the matter.

**Rate contract for supply of Laptop Computers**  
**Tender reference: ELCOT/PID/ICB/LTC/PI/2011-12**

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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  
Successful Bidder

Witnesses:

- 1.
- 2.

Witnesses:

- 1.
- 2.



# Government of Tamil Nadu

## Rate Contract for Supply and Commissioning of Laptop Computers throughout the State of Tamil Nadu

## International Competitive Bidding (ICB)

Tender Reference: ELCOT/PID/ICB/LTC/PI/2011-12  
Advertised on 04/06/2011

**Price Bid (Envelope-B)**

**ELCOT**  
Adding Value through IT

### **Electronics Corporation of Tamil Nadu Limited**

MHU Complex II Floor,  
692 Anna Salai, Nandanam  
Chennai-600035

Phone: +91-44-65512300 Fax: +91-44-2433 0612

Email: [lrc1@elcot.in](mailto:lrc1@elcot.in) Website: [www.elcot.in](http://www.elcot.in)

<b>Price Bid (Envelope-B)</b>
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**1) Cost per Laptop Computer**

Sl.No.	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 Vailing Duty		
3.	Excise Duty		
4.	Tamil Nadu Value Added Tax (TNVAT)		
5.	Central Sales Tax (CST)		
6.	Others		
	<b>Total cost per Laptop Computer</b>		

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

**2) Quantity offered : \_\_\_\_\_ nos. (In figures and words)**

**Note:** The minimum quantity offered by the Bidder should be the same as in the undertaking given in the Technical Bid. In case of variation, the lower of the two will be taken in to account.

**3) Total value : INR \_\_\_\_\_ (In figures and words)**

Signature of the authorised person:

Name of the authorised person:

Designation:

Name and Address of Bidder

Stamp of bidder