

**PAL- RFP - TENDER NO -266348 - SELECTION OF SYSTEM INTEGRATOR FOR IMPLEMENTING PAL IN GOVT SCHOOLS OF ANDHRA PRADESH**  
**REPLY TO THE BIDDERS QUIRIES**

Sl.No	Category	Page number	Organization Raised	Clarification clause	Amendment request/question	Potential solutions
1	Glossary - Three stage bidding	6	HP	Note: There is one laptop model, and two tablet models described in this RFP. One price must be submitted for the laptop model, and one price for tablet model (i.e., GoAP will be able to order either configuration of tablet model at the same price). The lowest commercial acceptable bid (L1) refers to the bid with the lowest weighted average cost across both prices: 1,643 schools will receive the laptop model and 1,000 will receive the tablet model. If laptop model is priced at A and tablet at B, then the bidder with the lowest value for $(1,643A + 1,000B)/2,643$ will be selected.	Can we bid only for Laptop Model & In consortium with Tablet Model Vendor?	The bidder is allowed to form a consortium. If the bidder wants to form a consortium, it must propose the consortium organizations as part of the bid submission. The consortium organizations will be evaluated as part of the RFP process, similar to the prime bidder. Any changes to the consortium at a later stage is subject to approval by the CSE.
2	Introduction; A. Background	8	Smart IMS India Pvt Ltd, Hyderabad, Telangana 500081	PAL labs will be scaled-up to up to 2,643 schools spread across 13 districts in the academic year 2019-20 in a phased manner	Please confirm how many PAL Labs are needed per school	<i>One PAL lab per school, with each PAL lab having the hardware specifications mentioned in the Table</i>
3			HP	A proof of concept (PoC) phase for the empanelment of effective PAL solutions is currently ongoing; post a competitive selection process, three PAL vendors have been selected to participate in the PoC and will be empanelled depending on their performance in the PoC. The successful bidder through this tender will have to closely work with the empanelled PAL software vendors, to run their PAL solutions in the school's PAL lab set up by the successful bidder.	Would like to understand the criteria of successful selection of the vendors for PAL Implementation. So as the Bidder can evaluate the process of testing the hardware for successful implementation of the project across 13 districts	<i>Assume all three vendors for now</i>
4			HP	GoAP has thus decided to conduct a bid (Technical offer and Commercial offer) to invite eligible and reputed system integrators for a period of one year with three-year AMC to -	what do mean by 1 year here. Duration of contract is one year with mutual possibility of extension for 2 years. What will be process of support after 1 year in case the contract ends after one year.	<i>Depending on performance of the SI in AY 2019-20, may be asked to continue or another round of RFP</i>
5	Fact sheet; Point 4	10	Trigyn Technologies Limited	EMD Amount INR. 6,50,00,000/- (INR Six Crore Fifty Lakh only)	EMD amount INR. 50,00,000/- (INR Fifty Lakh only)	Not accepting change
6			HP		The project is very prestigious, requesting the EMD to be at least 10 crore	
7			Karvy Data Management Services Limited		Request to reduce EMD to 2.5 Cr as per contract value	
8	Fact sheet; Point 14	10	Karvy Data Management Services Limited	2) Original copy of BG should be submitted to Commissioner of School Education., A.P between 03:00 PM to 05:00 PM on the last date of bid	Kindly allow hard copy of EMD BG submission on next working day.	<b>Not accepting change</b>

9	Consortium	12	HP	The bidder is allowed to form a consortium. If the bidder wants to form a consortium, it must propose the consortium organizations as part of the bid submission. The consortium organizations will be evaluated as part of the RFP process, similar to the prime bidder. Any changes to the consortium at a later stage is subject to approval by the CSE.	The consortium condition is not clear. What are the responsibilities of the prime bidder, how will be pre-qualification criteria be evaluated for a consortium and how will the payment be made for the consortium in case one of the consortium member fails to perform the designated duties. what are the consequences for other members of consortium.	<i>Prequal criteria mentions eligibility criteria that the consortium members need to meet as well. Prime bidder needs to take complete responsibility of the consortium members and will be penalised for their non-performance</i>
10	Subcontracting	12	HP	The bidder is allowed to subcontract to only one organization at a cap of 15% of the total contract value. If the bidder wants to subcontract, it must propose the subcontracting organizations as part of the bid submission and disclose the % of contract value that is sub-contracted per organization. Subcontracting is subject to approval by the RFP Evaluation Committee and CSE.	Different vendors would be sub-contracting different parts of the project. Hence, it is requested that the bidder be asked to name the authorised sub-contractors and OEM's for the bid. 15% capping for the sub-contracting can be eliminated. Also, how does the CSE plans to handle a situation that the Bidder declares 15% capping during the bid process but outsources more than that during implementation stage.	<i>Increase cap on percentage of subcontracting to 30%</i>
11	Duration of contract	12	HP	<b>Duration of contract:</b> CSE may extend the contract up to a two year period, after the first 12 months as mutually agreed between CSE and the successful bidder	We request that such an extension mutually agreed be on the same terms and conditions as agreed between the parties.	<b>Not accepting change</b>
12	Prequalification Criteria; point 1	13	Karvy Data Management Services Limited	The prime bidder or consortium partner should have been present in the business of being a System Integrator to Central Government/ any of the State/ UT governments/ PSU/ Private entity for a minimum of 8 years as on bid submission date	Request you to Kindly revised it to minimum of last 5 years.	<b>Not accepting change</b>
13			Karvy Data Management Services Limited	Work orders or completion certificates proving hardware procurement and deployment, hardware support and software support for largescale projects (average contract value of INR 50 crores each). Documents must also include the year and area of activity.	Kindly Consider multiple purchase orders issued for the same project cumulative value of such Purchase orders to be INR 50 Crore.	<b>Not accepting change</b>
14			HP	1.Procuring, delivering, installing, and maintaining hardware; 2.Installing, and integrating systems software; and 3.Providing field management support (for hardware and software)	The project is dealing with Desktops, Notebooks, tablets and hence we assume that the integration of our system software is limited to these devices and the softwares associated with it.	Yes

15	Prequalification Criteria; point 2	13	HP	The prime bidder should be a legal entity registered in India, and should have an average annual turnover of at least INR 250 (two fifty) crore and a positive net worth in each of the financial years for the last 3 audited financial years 2015-16, 2016-17, and 2017-18, as on bid submission date	Given the sensitive nature of project and the initial investments required to procure and successfully implement we would like to recommend to increase the Qualification Turnover to atleast INR 500 crore and the company should be profitable. The project is very prestigious and first of its kind based on the Guidelines by Gol. We request to include the Positive Net Worth clause for the Bidder and Poisitive Operating Profit for the OEM to be included for past 3 years.	<i>Change in Corrigendum : Reduced average annual turnover to INR 200 Crores (Rupees Two hundred crores )</i>
16		Akshara enterprises		To be reduced to 100 crore		
17	Prequalification Criteria; point 3	14	HP	The prime bidder should have minimum strength of 300 employees on the company's payroll who have been involved in the business of system integration/ managed the relevant processes as described in point 1 in the table. Note that this does not including on-ground staff	300 on-roll technical service personnel (TSP) to ensure/provide trouble free maintenance support	<b><i>Change in Corrigendum :</i></b> "The prime bidder should have minimum strength of <b>300 on-roll technical service</b> personnel on the company's payroll who have been involved in the business of system integration/ managed the relevant processes as described in point 1 in the table. Note that this does not including on-ground staff"
18			IL&FS Education and Technology Services Limited		Since the project is for only Govt/govt aided schools, we request to the department to kindly consider bidder's experience only for Govt/Govt aided schools	<i>This will be reflected in the Technical qualification</i>

19	Prequalification Criteria; point 4	14	Trigyn Technologies Limited	The prime bidder should submit at least 3 references for work as a system integrator in education, from government, OEMs, and/ or from any other implementing partners (e.g. externally contracted FMS staff) Note that, at least one reference must be from government project of contract value of at least 50 (fifty) crores	The prime <b>bidder / Consortium member</b> should submit at least 3 references for work as a system integrator in <b>education/ITES</b> , from government, OEMs, and/ or from any other implementing partners (e.g. externally contracted FMS staff) Note that, at least one reference must be from government project <b>for education</b> of contract value of at least 50 (fifty) crores	<b>Considered</b> <b>Change in Corrigendum:</b>  <b>The prime bidder / Consortium member should submit at least 3 references for work as a system integrator in education/ITES, from government, OEMs, and/ or from any other implementing partners (e.g. externally contracted FMS staff)</b> <b>Note that, at least one reference must be from government project for education of contract value of at least 50 (fifty) crores</b>		
20			Karvy Data Management Services Limited				Request you to relax system integration experience in education. Kindly modify as: The prime bidder should submit at least 3 references for work as a system integrator in , from government, OEMs, and/ or from any other implementing partners (e.g. externally contracted FMS staff)	<b>Not accepting change</b>
21			HP				Query: 3 reference from similar kind of Govt. Project will qualify	Yes
22	Prequalification Criteria; point 8	14	HP	The prime bidder and/ or consortium partner should have a warehouse arrangement/ set-up in the state of Andhra Pradesh for managing Logistics/ IT Spare Parts for the successful implementation and running of the project for 3 years. If the local presence is not there in the state, the bidders should give an undertaking for arranging the same within a month	Query : We have authorised partners & Distributors for managing the products & spare parts. Hope this will qualify us. How to manage for other products (3PO). ANY PERCENTAGE OF SPARE PART COST WILL ADD THE COST OF THE BID.	<i>Query clear to be discussed in pre-bid</i>		

23	Prequalification Criteria; point 9	14-15	IL&FS Education and Technology Services Limited	The bidder should have the valid ISO certification: 1. ISO 9001 (2015): Quality Management System (QMS) 2. ISO 27001 (2013): Information Security Management System (ISMS) 3. ISO 20000 (2011 or 2018): IT Service Management (ITSM)	For Similar IT/ICT project in Education Sector generally ISO 9001 and ISO 27001 are sufficient to ensure quality measures of Bidder, therefore we request to department to kindly consider either of ISO 27001 or ISO 20000 certificates. Modified clause may be stated as " The bidder should have the valid ISO certification: 1. ISO 9001 (2015): Quality Management System (QMS) 2. ISO 27001 (2013): Information Security Management System (ISMS) or ISO 20000 (2011 or 2018): IT Service Management (ITSM)"	The bidder should submit at least one of the following validation certifications: 1. ISO certification of ISO 27001 (2013): Information Security Management System (ISMS) 2. CMMI Level 3
24			Trigyn Technologies Limited		The bidder should have atleast <b>two</b> of the below valid ISO certification o ISO 9001 (2015): Quality Management System (QMS) o ISO 27001 (2013): Information Security Management System (ISMS) o ISO 20000 (2011 or 2018): IT Service Management (ITSM)	
25			HP		We suggest from Software perspective, kindly include CMMI Level 3 certification	
26	Prequalification Criteria; point 13	14-15	Trigyn Technologies Limited	<ul style="list-style-type: none"> <li>● Certificate of Incorporation</li> <li>● GST Registration</li> <li>● Work orders or Completion Certificate confirming 8 years of experience</li> <li>● Work orders or completion certificates proving hardware procurement and deployment, hardware support and software support for largescale projects (average contract value of INR 50 crores each). Documents must also include the year and area of activity.</li> </ul>	<ul style="list-style-type: none"> <li>● Certificate of Incorporation</li> <li>● GST Registration</li> <li>● Work orders or completion certificates proving hardware procurement and deployment, hardware support and software support for largescale projects <b>in Education</b> (average contract value of INR 50 crores each). Documents must also include the year and area of activity.</li> </ul>	<b>Not accepting change</b>
27	Terms of reference	18	HP	The PAL vendors have been given up to 20 schools each to deploy the PAL software. While during the PoC, GoAP is providing the hardware, and the PAL vendors are conducting software integration and providing field support, the successful bidder will have to play the roles of software integration and field support during the scale-up as detailed in the 'Scope of work' section below.	To understand the Project Management perspective better can we have access to the report of successful implementation of the PAL software in 20 schools for undestanding.	May check with the PAL Vendors for better understanding or visit schools duly obtaining permission from the CSE-AP

28	Terms of reference	19	Trigyn Technologies Limited	Figure 1 Month-wise illustrative scale-up plan	Deliverables are not clear. In page no.19, Figure 1 shows that 300 Schools per month. But Page no. 29 Point no 1 states that Deliveries should take place with in 4 weeks. Please clarify and share the implementation schedule	<i>The figure is illustrative and is a sample roll-out plan. The final plan will be decided at the time of signing of contract. The 4 weeks will be decided based on the implementation plan at the time of signing the contract</i>		
29	Terms of reference	19	HP	Scale-up Plan: In Phase 1, starting Jun 2019, the PAL software will be deployed in at least 300 schools, if one PAL vendor is empanelled and 900 schools if all three PAL vendors are empanelled. However, this total could also go up to 1,200 schools depending on the final allocation per empanelled vendor. This is because ~1,200 schools have a higher level of readiness for deploying PAL.	The scale-up plan need more explanation as it is dependednt upon the PAL Vendors. The bidder is required to sign an agreement with the PAL Vendor. How many agreements are to be signed and how will that link up to scale up plan. How the Procurement will happen and will there be phase wise purchase order or there will be a contract defining the Delivery & Implementation Timelines.	<i>Scale-up plan will be decided at the time of contract signing. Bidder will know about PAL vendors after being selected and should assume all vendors are empanelled for the purpose of application</i>		
30		19	Smart IMS India Pvt Ltd, Hyderabad, Telangana 500081	Install PAL software on corresponding hardware; integrate PAL servers with central server; integrate software with the state MIS; and ensure adequate networking in PAL labs for deployment of PAL;	Please confirm whether we can include SDWAN to Simplify Network Management and better IT Infrastructure.	<i>Necessary integration to ensure flow of data from school to central Server</i>		
31			HP		"Integration: Requires more clarity. Client Installation is part of Bidder , What Signifies the Integration with Central server for Bidder. Integration Software with State MIS - Bidder's Scope requires clarity. (As Central server is not the part of Bidder's responsibility)			
32			HP		Reports & Dashboard Designing: In addition, the bidder would also work with the vendor and provide fortnightly and monthly reports & dashboards with for use by teachers in school, and government stakeholders at district, block and State level		Will this be part of PAL vendor Software on server as Bidders would have only usage & Performance metrics of Endponit Compute devices through MDM	<i>Responsibility of the bidder to work with the vendor to provide this data</i>
33			HP		Training Activity: train up to 3 teachers and 1 principal per school to operate hardware and administer PAL software in classrooms		Frequency of Training Activity not mentioned & Is this limited to once only during the contract period ?	<i>Mentioned on page 33, Table 5</i>
34			HP		The bidder is required to first install software of the empanelled PAL vendors on the procured hardware before installing and deploying the procured hardware in schools		Staging activity would require necessary Infra and space to carry out such activity, so Will this be provided by AP Govt and how many locations ? Or it could be assumed District wise ?	<i>It is the primary responsibility of the bidder</i>

35	Scope of work	Akshara enterprises	The Bidder is required to ensure hardware compatibility with the empanelled software vendors	Does the given specifications are compatible to software? Any h/w was tested with these softwares? Is it to be done before the bidding or after the order placement?	<i>Bidder can choose to do it before bidding, but it has to be done by the successful bidder before devices are deployed in schools</i>	
36		Akshara enterprises	Push software updates through central server at least once per quarter and ensure that data is synced and collected per school at a regular frequency (at least once per week) as communicated by GoAP in the work order. In addition, the bidder would also work with the vendor and provide fortnightly and monthly reports & dashboards with usage and performance metrics. These reports and dashboards should be designed for use by teachers in school, and government stakeholders at district, block and State level.	Since 90% are located in rural districts, the network connectivity will be a challenge. Facing the problem in other projects	<i>In the case that internet connectivity is a problem, FMS staff will update the software at the school level</i>	
37		20	HP		No: of staff required: Manpower Requirement for Field management & Training: No: of FMS Staff = 2643/4=661 FMS Manager = 13 Training of number of Teachers = 3*2643= 7929 Training of No: of Principals = 2643  Please confirm and share details on the number of batches for the same	<i>FMS staff will depend on number of schools and will be less than 661 (~586: 900/6+1743/4), since in Phase 2 the ratio will be 1:6</i>  <i>Training of number of teachers and principals is correct</i>
38			HP	Product cannot change or be upgraded during the price validity period for any reason other than end-of-life issues (e.g. swapping of processor is prohibited). If a product will be discontinued within the given price validity period, CSE must be notified in writing, with an explanation of when and why the change will be necessary. In this case, the product can be changed with an equivalent or higher configuration. An exception is available for circumstances that affect all manufacturers (e.g. natural disaster affecting production or shipping).	Request to modify by providing equivalent product	<b>Not accepting change</b>
39			HP	Desktop as Server:Processor: Intel i5 (7th generation or above) or AMD (7th generation or higher) Clock speed: 3 GHz or above Cache: 4MB L2 or higher RAM: 4GB + 4GB of DDR. Hard disk: 1TB SATA Monitor: Minimum screen size of 18.5" with minimum resolution of 1280x768, LED Screen USB: At least 4 USB ports with at least 1 USB 3.0 Ethernet LAN Port-1000, RJ 45	<b>Request for Changes:</b> USB = At least 8 USB ports with at least 4 USB 3.0; OS = Desktops are not certified with Server operating system, hence OS cant be preinstalled, need to keep this item separate from desktop or Linux need to be managed separately by on-ground service provider or partner.	<i>8 Usb ports not considered, Pre -installed means the bidder</i>

40	Scope of work - Hardware specification; S. no 1	21	Lenovo	Motherboard which supports at least 8GB DDR4 or higher and (Intel 7th Gen Processor or higher / AMD 7th Gen or higher) It should also support HDMI 2.0+, VGA output, 1GBPS LAN Card (RJ 45), Ports to connect monitor, keyboard and mouse, audio in and	Minimum screen size of 19.5" IPS Display with minimum resolution of 1440x900, LED Screen	<b>Not accepting change</b>
41			HP	Laptop/ Desktop/ Notebook - Chrome browser with Windows OS/Chrome OS (Client machine to come with pre-installed OS) Screen: minimum 11.6" screen with a resolution of 1280*768 RAM: minimum 4GB RAM with minimum DDR3 Storage: Minimum 500GB SATA Processor: Intel dual core or AMD dual core HDMI 2.0+ output  Minimum battery capacity of 3400MAh or 10 hours battery life. Wireless LAN 802.11ac (2.4 and 5GHz Speed) Webcam with resolution 1280 * 720, Audio - Inbuilt Speakers and Audio output Jack, USB 2.0/3.0 minimum 2 ports, Touch Pad	<b>Request for changes:</b> OS = Chrome OS Only based on RFP specification. Storage = 32 GB eMMC storage Web-cam = 720p; <b>Request to Add one oint for Ruggedibility = M IL-STD complaint based on the requirement of Education and classroom set-up. Warranty =</b> we assume Device warranty should be included battery for 3 years, please confirm.	<b>Not accepting change</b>
42			Acer		Request to change to 8th Generation	<b>Not accepting change</b>
43			AMD	<b>Processor:</b> Intel i5 (7th generation or above) or AMD (7th generation or higher) Clock speed: 3 GHz or above Cache: 4MB L2 or higher	Processor: Intel i5 (7th generation or above) or AMD (7th generation or higher) Clock speed: 3 GHz or above Cache: 4MB or higher. <b>Request to remove L2 as no processor will come with 4MB L2 cache</b>	<b>Not accepting change</b>
44			Acer			
45			AMD	USB: At least 4 USB ports with at least 1 USB 3.0	<b>Request to change USB ports-USB: At least 8 USB ports with at least 4 USB 3.0</b>	<b>Not accepting change</b>
46			Acer	Motherboard which supports at least 8GB DDR4 or higher and (Intel 7th Gen Processor or higher / AMD 7th Gen or higher) It should also support HDMI 2.0+, VGA output, 1GBPS LAN Card (RJ 45), Ports to connect monitor, keyboard and mouse, audio in and	Request to change to PCI based Wifi Card. DT will not come with onboard wireless card.	<b>considered but only PCI card and no restriction on HDMI</b>
47			AMD	audio out jack. WiFi card: Onboard Wireless card 150+ MBPS	Request to change to <b>HDMI 1.4+</b>	
48			Acer	OS: Pre-installed Windows 2016 R2 Server OS with Windows CAL license	Requet to change to WIN 10 PROF - 64BIT OS AS IT IS A DESKTOP SPEC	<b>Not accepting change</b>
49			Acer	Software: Windows Defender Anti-virus software, and Microsoft SQL Server 2014 standard edition	MCAFFEE AV IN CASE OF WIN 10 PROF OS.; SQL SERVER - PARTNER TO MANAGE THE SAME	<b>Not accepting change</b>
50			Lenovo	SOFTWARE - Microsoft SQL Server 2014 standard edition; OS - Pre-installed Windows 2016 R2 Server OS with Windows CAL license	<b>Request to remove this as SQL Server cannot be in</b>	<b>Not accepting change</b>

51	Scope of work - Hardware specification; S. no 2	23	IL&FS Education and Technology Services Limited	Laptop/Desktop/Notebook- Storage: Minimum 500 GB SATA	For Chrome operating laptops/Chrome books, devices have unlimited cloud storage, therefore we request to kindly add option for cloud storage. Revised clause can be stated as "Storage: Minimum 500 GB SATA/Cloud storage"	<b>Not accepting change as depratment need Min 500GB</b>
52			AMD		Option with chromebook: Request to change to: <b>eMMC 32GB max or higher</b>	
53			Lenovo		Option with laptop: Storage: Minimum 500GB SATA <b>32GB SSD</b>	
54			AMD	Laptop/ Desktop/ Notebook - Chrome browser with Windows OS/Chrome OS (Client machine to come with pre-installed OS)	Option with Chromebook: Request to change to: Laptop/Notebook and remove Desktop: <b>Chromebook with Chrome OS</b> (Client machine to come with pre-installed OS); Option with laptop: Request to change to: Laptop/Notebook and remove Desktop: Notebook with Windows OS (Client machine to come with pre-installed OS)	<b>Not accepting change</b>
55			AMD	<b>Screen:</b> minimum 11.6" screen with a resolution of 1280*768	Option with Chromebook: Request to change to: minimum 11.6" screen with a resolution of <b>1366x768.</b> Option with laptop: Request to change to: minimum 14" screen with a resolution of 1280*768	<i>Corrigendum:</i> <i>Not considered and screen with minimum 14" required</i>
56			AMD	<b>RAM:</b> minimum 4GB RAM with minimum DDR3	Request to change to: RAM: minimum 4GB RAM with minimum <b>DDR4 1866Mhz</b>	<b>Not accepting change</b>
57			Acer		Request to remove 2+output	<b>Not accepting change</b>
58			AMD	HDMI 2.0+ output	Option with chromebook: Request to change to: HDMI 2.0+ output / Display Port over type-c; Option with laptop: Request to change to: HDMI 1.4 + output	<b>Corrigendum:</b> <b>considered no restriction on HDMI</b>
59			Lenovo		<b>HDMI or USB Type C</b>	
60			Acer	Minimum battery capacity of 3400MAh or 10 hours battery life.	Request to change to 4800 MAH or higher as 3400 MAH will be too low.	<b>Corrigendum: Minimum battery capacity of 3400MAh and 7 hours battery life.</b>
61			AMD		<b>30Whr battery or higher</b>	

62			Lenovo		Integrated Li-ion 42Wh better	
63			Acer	Webcam with resolution 1280 * 720,	Request to change to Min 640x480 webcam or higher	<b>Not accepting change</b>
64			AMD	USB 2.0/3.0 minimum 2 ports, Touch Pad	Option with chromebook: USB 2.0/3.0 minimum 2 ports, Touch Pad Option with laptop: Request to change to: USB 2.0/3.0 minimum 3 ports, Touch Pad	<b>Not accepting change</b>
65	Scope of work - Hardware specification; S. no 8 and 9	25	IL&FS Education and Technology Services Limited	Keyboard -USB Keyboard with 104 keys Mouse Plug and Play setup. Mouse should have 3 Buttons (Left and right key with scroll), Minimum Resolution 800 DPI, USB Supported, should work on windows 7 and above / Linux	As per our understanding Laptop is being considered as students device, therefore we request to the department to remove this clause for external key board and mouse	<b>Not accepting change</b>
66	Scope of work - inspection of hardware	28	HP	<b>Inspection of Hardware</b> <ul style="list-style-type: none"> <li>• Bidder should conduct sample pre-dispatch inspection on all hardware as per tender specification.</li> <li>• CSE may nominate third party agencies who will conduct independent inspection and specification conformity on random sample basis at the manufacturer's plant if necessary.</li> <li>• Equipment to be supplied must give same performance results or better results with respect to technical evaluation results.</li> </ul>	1) Kindly confirm if PDI will be done by customer / third party agency. PDI will be done for which products? 2) Kindly confirm the % of sample which will be inspected during the pre-delivery inspection. 3) We request that the time taken by customer or its agency to complete the pre-dispatch inspection, should be excluded from delivery period. Kindly confirm.	<i>Randomised and does not have a fixed %; 3) agreed not part of delivery period; however bidder PDI should be part of delivery period</i>
67	Scope of work - package and storage	28	HP	The bidder should provide the service centre details in each carton box to enable the end users to contact the appropriate service centre as and when required. Similarly, the toll-free telephone number should also be prominently displayed in the user manual to help the end users.	List of service centres to be shared seperatley for each category	yes
68			HP	User Manual in English and Telugu in soft and/ or print format	English language	<b>Not accepting change</b>
69			HP	A brochure containing help desk logo and website address, and call centre telephone numbers shall be placed in the warranty card, user manual, Do's and Don'ts instruction guide in Telugu and English	English language	<b>Not accepting change</b>
70	Scope of work; Hardware - Device management	29	Smart IMS India Pvt Ltd, Hyderabad, Telangana 500081	To prevent the misuse of the hardware such as unauthorized sale by the beneficiaries or diversion to the open market, the following incorporations shall be made in the laptop/ desktop/ tablet.	Please confirm whether we can include SDWAN for Centralized management.	<b>Not accepting change</b>
71			HP	The central server and all school server machines/ laptops/ tablets must be manageable remotely (through mobile device management software).	Mangeability of Central server Remotely: Bidder 's responsibility lies with Remote Manageability of School server and Endpoint compute devices ?	<b>Mobile Device Management System to keep track of laptops and servers in up to 2,643 schools to be provided per device (laptop and/or tablet)</b>

72			HP	Insurance The goods supplied under the work order should be covered for comprehensive insurance by the bidder till delivery, <b>deployment, and acceptance</b> by the authorized person. Bidder shall take adequate insurance cover for the equipment <b>provided at the site against theft, fire, damage etc., at its own cost till delivery at respective locations.</b>	We request to remove "deployment, and acceptance", as the insurance cover is till completion of delivery at respective locations.	<b>Not accepting change</b>
73	Scope of Work, Integration of Software vendors, Roles and Responsibilities, Bullet number 5, page number 30	30	IL&FS Education and Technology Services Limited	Bidder will ensure that software is running smoothly on all laptops/ tablets and ensure required uptime. Failure to meet required uptime (after a sufficient period for resolution has passed), will lead to a <b>joint penalty</b> for both the successful bidder and PAL vendor as the bidder is deploying and managing the FMS staff, who must coordinate with PAL vendor to resolve software issues (please refer to the FMS, and penalties sections for more details).	As a successful bidder, implementing agency is bound to provide hardwares as per desired specifications. If PAL implementing agency is not being able to install software in devices, it should be complete responsibility of PAL implementing agency, therefore we request to the department to kindly impose penalty for hardware related problem to bidder and for PAL related problem to PAL vendor <b>separately</b> .	<b>Penalty will be levied on the successful bidder if it fails to integrate the content if it is ready and provided by PAL vendor. However, if the content is not ready due to delays by the PAL vendor, the penalty may be relaxed and the committee will take the final decision on the penalty at the time of the signing of MoU with the successful bidder</b>
74	Scope of work - other provisions and incidental services	30	HP	The bidder will be responsible for data recovery on any server/ laptop/ tablet within 48 business hours.	Data Recovery clarification: Assumption , functional School servers and Endpoint compute devices Data Recovery aspect requires little more clarifications ,with ref to Bidder's responsibility	It is the responsibility of the bidder to ensure that any hardware does not stay non-functional (software/ hardware not responding) for more than 2 working days after registration of complaint at the helpdesk. If any hardware is non-functional after 2 working days there will be penalties as laid out in the section on Service Level Agreements and penalties.
75	Scope of Work, Integration of Software vendors, Roles and Responsibilities, Bullet number 8	31	IL&FS Education and Technology Services Limited	After <b>PAL vendor</b> trains the FMS managers, FMS managers are required to train (1 induction training, and quarterly refresher trainings) the FMS staff who will deliver induction training to teachers and principals to administer PAL (SOPs and training modules to be provided by PAL vendor); bidder's FMS staff is required to conduct refresher trainings for teachers.	Since recruitment and deployment is responsibility of successful bidder, and training related to PAL software is to be given by PAL vendor, we assume that there would not be any additional cost of training from PAL vendor to Bidder.	<i>Yes PAL bidder will take care of cost of training provided by the PAL vendor (to check with GoAP)</i>
76	Scope of work, roles and responsibilities	31	HP	bidder's FMS staff is required to conduct refresher trainings for teachers	Frequency of this training needs clarity. Could it be Centralised training at DHQ level and Department would organize the same to ensure necessary infra & presence?	<i>RFP has provided clarity - quarterly trainings</i>
77	Scope of Work, Field Management Services	31	IL&FS Education and Technology Services Limited	Deployment of FMS	We request to the department to kindly confirm minimum salary to be paid to FMS manager and FMS Staff	<i>As per Minimum wages (10.5K)</i>

78	Scope of Work, Field Management Services - Complaint ticket management	31	HP	ticket management data is updated and shared with the successful bidder in real-time	Incident/Ticketing Mangement tool: Assumption is that " PAL Vendor would provide necessary tool for the same. Please confirm.	yes
79	Scope of Work, Field Management Services	32	Karvy Data Management Services Limited	Minimum qualification for the manager should be M.Sc - IT, M.Sc.- Computer Science with minimum 4 years of experience in an overseeing role/ managerial position, while for FMS staff, M.Sc - IT, M.Sc.- Computer Science, B.E/ B.Tech/ MCA, PG with PGDCA with minimum 2 years of experience in a similar role.	Kindly include MCA, BE, BTECH, p\PG with PGDCS with experience in similar role	<i>Can make these changes. <b>Addition in corrigendum:</b> Minimum qualification for the manager should be <b>M.Sc - IT, M.Sc.- Computer Science, MCA, BE, BTECH,PG with PGDCS with minimum 4 years of experience in an overseeing role/ managerial position, while for FMS staff, M.Sc - IT, M.Sc.- Computer Science, MCA, BE,</b></i>
80			Akshara enterprises		Request to amend as MSc-IT/MSc Comp Science/ BTech/BE/MCA/Bsc Comp Science/ BSc -IT with min 2 years' experience	
81	Scope of work; FMS services - Central Helpdesk	33	Smart IMS India Pvt Ltd, Hyderabad, Telangana 500081	The bidder will set up a helpdesk at a central location	Please confirm whether the centralized helpdesk needs to be in any school campus in Andhra Pradesh or anywhere in India.	<i><b>Change in corrigendum:</b> The bidder will set up a helpdesk at a central location in <b>Andhra Pradesh</b></i>
82	Scope of Work; FMS services - Central Help Desk	35	IL&FS Education and Technology Services Limited	Note: It is the responsibility of the bidder to ensure that any hardware does not stay nonfunctional (software/ hardware not responding) for more than 48 hours after registration of complaint at the helpdesk. If any hardware is non-functional after 48 hours there will be penalties as laid out in the section on Service Level Agreements and penalties.	As the hardware is being deployed in schools and schools are closed post working hours, we Request the department to make it 2 working days rather than 48 working hours.	<i>Considered</i>
83	Scope of Work, Ongoing Maintenance	35	IL&FS Education and Technology Services Limited	Note: All maintenance related changes to be carried out in a way such that there is zero down time for any end-user, i.e., during off- business hours with prior approval	As the hardware is being deployed in schools and schools are closed post working hours, we request you to kindly consider maintainence which requires physical presense of FMS staff to be done during business hours.	<i><b>Not accepting change</b></i>
84	Scope of work	33-35	HP	Training Schedule is given as 1 Induction & 1 per Quarter for more than 48 hours after registration of complaint at the helpdesk. If any hardware is non-functional after 48 hours there will be penalties as laid out in the section on Service Level Agreements and penalties	Refresher Training: Frequency of Refresher training or It summarrises all the training requirement? Duration of Training = 48 Business hours ? Or 48 Clock hours ?	<i>2 Working days</i>
85	Budget	36	IL&FS Education and Technology Services Limited	The INR 6.4 lakhs budget envelope per school and the INR 3 lakhs budget envelope per school is the hard upper-limit for each of the respective models.	We assume that given price bracket covers Hardware and Software Cost only. Operating expenses are included in given price	<i>Not accepting change</i>
86			Trigyn Technologies Limited		Please confirm whether the mentioned budget is inclusive of Hardware Supply or is it only Setting of the Hardware cost. Please Clarify as the budget is too low if the hardware supply is part of it.	
87			Karvy Data Management Services Limited		Rs.6.5 Lakhs per school considering hardware specs and FMS Staff is very low, please clarify .	

88			HP		The Budget for both Laptop & Tablet is very less based on the overall Bill of Material along with on-ground services in terms of implementation and Training the Teachers and Principal for successful implementation of the project.	
89	Award Criteria, C. Technical Criteria, table 8	41-42	IL&FS Education and Technology Services Limited	Hardware At least 30,000 laptops and/ or tablets procured in a year within the last three years	- Please confirm if given parameter is for OEM of bidder. - Since Laptop/tablet based models are very new in Education sector. We request to the department to kindly amend this clause considering number of ICT labs set up by bidder in last five years. - Amended clause can be stated as "At least 3000 ICT lab setup/running in last three years"	<i>Not accepting change</i>
90			IL&FS Education and Technology Services Limited	Laptop and/ or tablet, server, and accessory specifications	We request to the department to kindly minimum marks on complying desired technical specification	<i>Not accepting change</i>
91			IL&FS Education and Technology Services Limited	Hardware Support Maximum time to deliver order sizes of at least 6,000 laptops and/ or tablets is <=4 weeks in at least 200 locations Maximum time to deploy order sizes of at least 6,000 laptops and/ or tablets is <=7days in at least 200 locations	Since laptop/tablet based model are new in education sector therefore, therefore past experience related to laptop/tablets would be not be all potential bidders therefore we request to the department to kindly drop this clause	<i>Can potentially add monitor/desktop to laptop and tablet</i>
92			Karvy Data Management Services Limited		Request to delete the clause as it is restrictive in nature and limit competition and number of bids	<i>Not accepting change</i>
93			Karvy Data Management Services Limited	Experience in hiring, deploying, and monitoring at least 200 FMS staff in one year over the last three years	Request to change in last 5 years.	<i>Can we change this?</i>
94			IL&FS Education and Technology Services Limited	Payments for FMS will be made on a quarterly basis (25% of the FMS contract value for the year) based on performance of the FMS.	We request department to kindly consider and change this to bi-monthly as this involves salaries of a large number of FMS Staff.	<i>Corregendum:&lt;Monthly Salaries can be given subject to produce of bills</i>
95	HP	<b>Payment for FMS</b> Payments for FMS will be made on a quarterly basis (25% of the FMS contract value for the year) based on performance of the FMS.	We request Monthly payment for FMS.			
96			IL&FS Education and Technology Services Limited	Successful completion of implementation for Phase 1 - Submission of midproject report by bidder to state	We request to the department to please elaborate Mid Project report and its component	<i>To be confirmed at the time of contract signing</i>

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HP	<p><b><u>Payment Period and Location</u></b>  Hardware payments will be made based on successful bidder achievement against goals defined during contracting phase. Payments for FMS will be made on a quarterly basis (25% of the FMS contract value for the year) based on performance of the FMS. The tables below explain the payment terms for hardware.</p>	<p>1) Payment period is not specified. We propose for Payments to be released within 30 days of submission of bill and supporting documents, on completion of the respective milestone. Kindly confirm.</p> <p>2) We understand the bill submission and payment release will be from a single centralised location. Kindly confirm.</p>	<p><i>Not accepting the change</i></p>
HP	<p><b><u>Payment Lots</u></b>  While Table 9 is for Phase 1 of the scale-up, a similar payment mechanism will be followed for Phase 2 (Table 10).</p>	<p>We request for Payments to be released for lots of 200 Schools, which will ensure faster bill submission and payment release to Vendors for the work completed by Vendors.</p>	<p><i>Not accepting change</i></p>
Akshara enterprises		<p>Request to consider 90% against delivery of the hardware, balance 10% against successful completion of integration.</p>	

100	Payment terms	45	HP	<p><b>Payment Terms for hardware:</b></p> <p>1) Bidder activity - Ensure 100% schools meet school readiness needs as listed in the Table 4 for Phase 1.</p> <ul style="list-style-type: none"> <li>- Timelines - 4 weeks (as per implementation plan)</li> <li>- Payment criteria - Completion report by state based on inputs from principals and government stakeholders</li> <li>- % of total contract value - 10%</li> </ul> <p>2) Bidder activity - Deliver all laptops/ tabs/ peripherals to all required locations (as agreed in contract) in working condition</p> <ul style="list-style-type: none"> <li>- Timelines: 4 weeks (as per implementation plan)</li> <li>- Payment criteria: Completion report by state based on inputs from principals and government stakeholders</li> <li>- % of total contract value - 20%</li> </ul> <p>3) Bidder activity - Deploy systems in 100% of schools as per implementation schedule for Phase 1</p> <ul style="list-style-type: none"> <li>- Timelines: 7 days (as per implementation plan)</li> <li>- Payment criteria: Completion report by state based on inputs from principals and government stakeholders</li> <li>- % of total contract value - 20%</li> </ul> <p>4) Bidder activity - Successful completion of implementation for Phase 1</p> <ul style="list-style-type: none"> <li>- Timelines: -</li> <li>- Payment criteria - Submission of midproject report by bidder to state</li> <li>- % of total contract value - 50%</li> </ul>	<p>We request below amendments in Payment Terms for hardware:</p> <p>1) Bidder activity - Ensure 100% schools meet school readiness needs as listed in the Table 4 for Phase 1.</p> <ul style="list-style-type: none"> <li>- Timelines - <b>6 weeks from PO date</b></li> <li>- Payment criteria - Completion report by state based on inputs from principals and government stakeholders</li> <li>- % of total contract value - <b>10%</b></li> </ul> <p>2) Bidder activity - Deliver all laptops/ tabs/ peripherals to all required locations (as agreed in contract) in working condition</p> <ul style="list-style-type: none"> <li>- Timelines: <b>6 weeks from completion of school readiness</b></li> <li>- Payment criteria: Completion report by state based on inputs from principals and government stakeholders</li> <li>- % of total contract value - <b>70%</b></li> </ul> <p>3) Bidder activity - Deploy systems in 100% of schools as per implementation schedule for Phase 1</p> <ul style="list-style-type: none"> <li>- Timelines: <b>14 days from delivery</b></li> <li>- Payment criteria: Completion report by state based on inputs from principals and government stakeholders</li> <li>- % of total contract value - <b>10%</b></li> </ul>	Not accepting change
101			IL&FS Education and Technology Services Limited	If for any reason the content for four agreed upon courses (Maths in Telugu, Maths in English,	Content readiness is PAL vendors responsibility. We request department to kindly clarify whether penalty is levied on bidder for non-development	
102			IL&FS Education and Technology Services Limited	Telugu language, and English language) is not developed and deployed as per the agreed upon timeline, a penalty of INR 1,000 per school per day shall be levied.	As per Annexure 9: Description of PAL vendors, Content is available only Maths, Science and English. In one vendor it includes Gujarati. However, Content readiness includes Telugu Language also. Request department to please clarify.	SI may impose pealty to the Pal vendors duly making an MoU at the time of implementation
103			IL&FS Education and Technology Services Limited		We request to the department to kindly reduce the penalty for R1 hardware and Software by atleast 50% for every level	Not accepting change

104	HP	<p><b>School readiness:</b> For delay in school readiness In case of failure to successfully get the school ready (as listed in the RFP) as per the timelines mentioned, a penalty of INR 5,000 per school per week will be levied.</p>	<p>1) We request a period of 6 from PO date weeks for vendor to complete school readiness. 2) We request to amend the penalty to Rs. 2000 per school per week, to a maximum of Rs. 10000/- per school.</p>	<i>Not accepting change</i>
105	Akshara enterprises		Request to amend to 8 weeks considering practice issues for making school ready	<i>Not accepting change</i>
106	IL&FS Education and Technology Services Limited		We request department to clarify this scope includes only role of bidder as mentioned in Table 4	<i>Not accepting change</i>
107	HP	<p><b>Delivery:</b> For delay in delivery of laptops/ tablets/ peripheral hardware In case of failure to successfully deliver the laptops/ tabs/ peripherals (including UPS, access point, keyboards, mouse and headphones etc.) within the decided timelines (4 weeks as per implementation plan), a penalty of INR 10,000 per school per week of delay (delay measured as per implementation plan) shall be levied. However, the contract will be terminated if delay of more than 8 weeks in any school (after the 4 weeks). In which case the Performance Bank Guarantee of the bidder may be forfeited.</p>	<p>1) We request a period of 6 weeks from completion of site readiness, to complete delivery of hardware in the schools. 2) We request to amend the penalty to 0.5% of the value of undelivered materials to a maximum of 5% of the value of undelivered materials.</p>	<i>Accepted and Considered</i>
108	HP	<p><b>Content readiness:</b> For failure to develop required content as per schedule If for any reason the content for four agreed upon courses (Maths in Telugu, Maths in English, Telugu language, and English language) is not developed and deployed as per the agreed upon timeline, a penalty of INR 1,000 per school per day shall be levied. Cumulative delay beyond 4 weeks (after the 7 days) will be sufficient cause for termination of the contract, in which case the Performance Bank Guarantee of the bidder may be forfeited.</p>	We request to remove this penalty term, as this is not under scope of vendor.	<b>Penalty will be levied on the successful bidder if it fails to integrate the content if it is ready and provided by PAL vendor. However, if the content is not ready due to delays by the PAL vendor, the penalty may be relaxed and the committee will take the final decision on the penalty at the time of the signing of MoU with the successful bidder</b>
109	HP	<p><b>Post installation:</b> For poor performance of laptops/ tablets/ software If the <b>system uptime (laptops/ tablet and software) is less than 85%</b> in any of the school post installation, then a penalty of INR 20,000 per school shall be levied for every two weeks of lower uptime after the first two weeks. However, the contract will be terminated if uptime is less than 50% in any school for more than 4 weeks, in which case the Performance Bank Guarantee of the bidder may be forfeited.</p>	We request to remove the penalty on Uptime, as the RFP already includes penalty terms on resolution time. It will also be very difficult to measure and monitor uptime in such a large number of locations.	<i>Not accepting change</i>
110	HP	<p><b>PAL vendor(s) payment:</b> For delay in payment If the successful bidder does not pay the PAL vendor(s) INR 30,000 per school by the agreed date of payment between the GoAP, PAL vendor(s), and successful bidder, a penalty of INR 1,000 per school per vendor will be charged for every additional day of delay.</p>	We request to remove this penalty term. We request that the payment to PAL vendors will be done directly by Customer to the PAL vendors.	<i>Not accepting change</i>

Service level agreement	
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HP	<p><b>Severity level: R1 - Hardware.</b>  Description: System issues that have the greatest impact on usage, i.e., student is not able to perform his/ her regular work at a time.  Indicative list of issues: Hardware: Laptop/ tab/ peripheral stops working  Resolution time: 2 working days in urban and rural areas</p> <table border="1"> <thead> <tr> <th>No. of days exceeding resolution time</th> <th>Penalty (per ticket, per laptop/ tablet)</th> </tr> </thead> <tbody> <tr> <td>1-2 days</td> <td>INR 1,000</td> </tr> <tr> <td>2-5 days</td> <td>INR 1,500</td> </tr> <tr> <td>6-15 days</td> <td>INR 2,000</td> </tr> <tr> <td>&gt;15 days</td> <td>INR 5,000</td> </tr> </tbody> </table>	No. of days exceeding resolution time	Penalty (per ticket, per laptop/ tablet)	1-2 days	INR 1,000	2-5 days	INR 1,500	6-15 days	INR 2,000	>15 days	INR 5,000	<p>1) We request Resolution time to be amended to: 2 working days in urban areas and <b>4 working days in rural areas.</b>  2) We request below amendment in Penalty:  <b>No. of days exceeding resolution time</b>  <b>Penalty (per ticket, per laptop/ tablet)</b>  1-2 days  <b>INR 200</b>  2-5 days  <b>INR 300</b>  6-15 days  <b>INR 400</b>  &gt;15 days  <b>INR 500</b></p>	<p><i>Not accepting change if it is rural 4 Business days in rural areas considered</i></p>
No. of days exceeding resolution time	Penalty (per ticket, per laptop/ tablet)												
1-2 days	INR 1,000												
2-5 days	INR 1,500												
6-15 days	INR 2,000												
>15 days	INR 5,000												
HP	<p><b>Severity level: R2 - Hardware.</b>  Description: System issues that have medium impact on usage, i.e., student is only partially able to perform his/ her regular work at a time  Indicative list of issues: Hardware: Screen resolution issues, Customer tracking, error popup, messages, etc.  Resolution time: 2 working days in urban area; 4 working days in rural areas</p> <table border="1"> <thead> <tr> <th>No. of days exceeding resolution time</th> <th>Penalty (per ticket, per laptop/ tablet)</th> </tr> </thead> <tbody> <tr> <td>1-2 days</td> <td>INR 500</td> </tr> <tr> <td>2-5 days</td> <td>INR 750</td> </tr> <tr> <td>6-15 days</td> <td>INR 1,000</td> </tr> <tr> <td>&gt;15 days</td> <td>INR 2,500</td> </tr> </tbody> </table>	No. of days exceeding resolution time	Penalty (per ticket, per laptop/ tablet)	1-2 days	INR 500	2-5 days	INR 750	6-15 days	INR 1,000	>15 days	INR 2,500	<p>We request below amendment in Penalty:  <b>No. of days exceeding resolution time</b>  <b>Penalty (per ticket, per laptop/ tablet)</b>  1-2 days  <b>INR 100</b>  2-5 days  <b>INR 200</b>  6-15 days  <b>INR 300</b>  &gt;15 days  <b>INR 400</b></p>	<p><i>Not accepting change if it is rural 4 Business days in rural areas considered</i></p>
No. of days exceeding resolution time	Penalty (per ticket, per laptop/ tablet)												
1-2 days	INR 500												
2-5 days	INR 750												
6-15 days	INR 1,000												
>15 days	INR 2,500												
HP	<p><b>Severity level: R3 - Software.</b>  Description: System issues that have the greatest impact on usage, i.e., student is not able to perform his/ her regular work at a time  Indicative list of issues: Software: Inappropriate content, incorrect explanation of concept, incorrect language of content, etc.  Resolution time: 2 working days in urban and rural areas</p> <table border="1"> <thead> <tr> <th>No. of days exceeding resolution time</th> <th>Penalty (per ticket, per laptop/ tablet)</th> </tr> </thead> <tbody> <tr> <td>1-2 days</td> <td>INR 1,000</td> </tr> <tr> <td>2-5 days</td> <td>INR 1,500</td> </tr> <tr> <td>6-15 days</td> <td>INR 2,000</td> </tr> <tr> <td>&gt;15 days</td> <td>INR 5,000</td> </tr> </tbody> </table>	No. of days exceeding resolution time	Penalty (per ticket, per laptop/ tablet)	1-2 days	INR 1,000	2-5 days	INR 1,500	6-15 days	INR 2,000	>15 days	INR 5,000	<p>We request to remove the Penalty terms related to software issues, as these are third party softwares.</p>	<p><i>Not accepting change, SINCE IT IS THE PRIMARY RESPONSIBLY OF THE SI TO COORDINATE WITH THE PAL VENDOR</i></p>
No. of days exceeding resolution time	Penalty (per ticket, per laptop/ tablet)												
1-2 days	INR 1,000												
2-5 days	INR 1,500												
6-15 days	INR 2,000												
>15 days	INR 5,000												

114			HP	<p><b>Severity level: R4 - Software.</b>  Description: System issues that have medium impact on usage, i.e., student is only partially able to perform his/ her regular work at a time  Indicative list of issues: Software: Rectification in script, amendments in language, change of profile settings, etc.  Resolution time: 2 working days in urban area; 4 working days in Rural areas</p> <table border="1"> <thead> <tr> <th>No. of days exceeding resolution time</th> <th>Penalty (per ticket, per laptop/tablet)</th> </tr> </thead> <tbody> <tr> <td>1-2 days</td> <td>INR 500</td> </tr> <tr> <td>2-5 days</td> <td>INR 750</td> </tr> <tr> <td>6-15 days</td> <td>INR 1,000</td> </tr> <tr> <td>&gt;15 days</td> <td>INR 2,500</td> </tr> </tbody> </table>	No. of days exceeding resolution time	Penalty (per ticket, per laptop/tablet)	1-2 days	INR 500	2-5 days	INR 750	6-15 days	INR 1,000	>15 days	INR 2,500	We request to remove the Penalty terms related to software issues, as these are third party softwares.	<i>Not accepting change, SINCE IT IS THE PRIMARY RESPONSIBILITY OF THE SI TO COORDINATE WITH THE PAL VENDOR</i>
No. of days exceeding resolution time	Penalty (per ticket, per laptop/tablet)															
1-2 days	INR 500															
2-5 days	INR 750															
6-15 days	INR 1,000															
>15 days	INR 2,500															
115			HP	<p><b>FMS:</b> For poor performance of FMS manager and FMS staff If the FMS managers and FMS staff are not performing as required, the bidder will be levied a penalty. This will be measured for through surveys with headmasters, teachers, and district nodal officers. If more than 50% of the FMS manager and FMS staff get a rating that is below satisfactory, a penalty of INR 1,000 per FMS manager and staff will be levied after the 50%.</p>	We request to remove this penalty term, due to its impracticality to measure and implement.	<i>Not accepting change</i>										
116	Performa Bank Guarantee	47	Trigyn Technologies Limited	<p>The successful bidder at his own expense shall deposit a performance security of 10% of contract value in the form of FDR/ TDR/ DD/ BG of any nationalized/ Scheduled Bank in the name of Commissioner of School Education, A.P. The Performance Bank Guarantee shall be valid for three years (3 years) from releasing of Work Order from CSE. All charges whatsoever such as premium; commission, etc. with respect to the Performance Bank Guarantee shall be borne by the P. PBG may be forfeited if the bidder violates the terms and conditions of the bid submitted. The PBG will be released after the three years (3 years) of the work order subject to successful completion of scope of work mentioned in the RFP.</p>	<p>The successful bidder at his own expense shall deposit a performance security of <b>5% of contract value</b> in the form of FDR/ TDR/ DD/ BG of any nationalized/ Scheduled Bank in the name of Commissioner of School Education, A.P. The Performance Bank Guarantee shall be valid for three years (3 years) from releasing of Work Order from CSE. All charges whatsoever such as premium; commission, etc. with respect to the Performance Bank Guarantee shall be borne by the P. PBG may be forfeited if the bidder violates the terms and conditions of the bid submitted. The PBG will be released after the three years (3 years) of the work order subject to successful completion of scope of work mentioned in the RFP.</p>	<i>Not accepting change</i>										

117	Termination for default	49	HP	<p><b>Termination of Contract:</b>CSE may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the bidder, terminate this contract in whole or in part.</p> <p>-If the bidder fails to delivery any or all of the goods within the time periods specified in the contract.</p> <p>-if the bidder fails to perform any other obligations under the contract or</p> <p>-if the bidder, in either of the circumstances does not rectify/remedy its failure within a period of 15 days (or such longer period as the CSE may authorize in writing) after receipt of the default notice from CSE. In such event CSE can terminate the contract.</p>	<p>We request the following modification in the clause provided for termination.</p> <p>“We request CSE to cancel the contract only on the happening of a material breach of the contract terms by the Bidder which remains uncured despite a written notice of 60 days from CSE to the bidder to cure the material breach, and not otherwise.</p>	<i>Not accepting change</i>
118	Termination for convenience	50	HP	<p><b>Termination for convenience:</b> CSE may by 30 days’ time period written notice sent to the bidder, terminate the rate contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for CSE’s convenience and the extent to which performance of work under the contract is terminated and the date upon which such termination becomes effective.</p>	<p>We request the following clause to be added to Clause K of the RFP.</p> <p>“In the event of termination for convenience by CSE, CSE shall pay the bidder for all goods delivered, and services rendered up to the effective date of termination, as well as all costs incurred by the Bidder in expectation of performing the scope, had the contract subsisted.”</p>	<i>Not accepting change</i>
119	Confidentiality	50	HP	<p><b>Confidentiality:</b> The obligation of confidentiality under this section shall survive rejection of the contract.</p>	<p>We request that the obligation of confidentiality to be imposed on the bidder only for the duration of contract.</p>	<i>CONSIDERED</i>
120	Defence of suit	50	HP	<p><b>IP Indemnity:</b> The successful bidder shall execute and furnish to CSE, a deed of Indemnity in favour of CSE, in the form and manner acceptable to CSE, indemnifying CSE from and against any costs, losses, damages, expenses, claims including those from third parties owing from infringement or misappropriation of a patent, copyright, trademark and trade secret, arising or incurred inter-alia during and after the contract period arising out of:</p> <p>1.Negligence or wrongful act/omission in connection with or incidental to this contract</p> <p>2.Any breach of any of the terms the successful bidders proposal as agreed, the tender and this contract by the successful bidder or its team.</p> <p>The indemnity shall be to the extent of 100% of project cost in favour of the CSE.</p>	<p>We request the deletion of sub clause 2 and suggest that the following modification in sub clause 1.</p> <p>"1.Negligence or wrongful act/omission in connection with or incidental to this contract <b>that is directly attributable to the bidder"</b></p> <p>We also propose inclusion of the following process for indemnification:</p> <p>a)CSE notifies the bidder in writing as soon as the CSE becomes aware of the claim</p> <p>b)cooperates with the bidder in the defense and settlement of the claims.</p> <p>c) grants Bidder sole control in the defense of the claim.</p>	<i>Not accepting change</i>

121	Add clause	50	HP	Limitaiton of liability	"The bidder's aggregate liability under this contract shall not exceed the total amount payable to the bidder by CSE under the relevant order. Neither CSE nor the bidder will be liable for lost revenues or profits, downtime costs, loss or damage to data or indirect, special or consequential costs or damages."	<i>Not accepting change</i>
122	Document Checklist for Technical qualification	60	Karvy Data Management Services Limited	Contract showing	Kindly delete the clause as its neither part of qualification requiremts and very restrictive in nature and limit the competition.	<i>Not accepting change</i>
123			Akshara enterprises	3-5 references for work as an SI in education, from OEMs, and from any other implementing partners (e.g. externally contracted FMS staff). Note that, at least one reference should be from Government project of contract value of at least INR 50 Crore.	Request to amend as SI in education or any other g	<i>Not accepting change</i>
124			Karvy Data Management Services Limited	Delivery orders showing:	Kindly delete the clause as its neither part of qualification requiremts and very restrictive in nature and limit the competition.	<i>Not accepting change</i>
125	Annexure 11: AMC	71	Smart IMS India Pvt Ltd, Hyderabad, Telangana 500081	2) Annual maintenance of hardware and software, and warranty will have to be provided for up to 81,933 laptops/ tablets.	Please confirm how the value of 81933 have been calculated.	<i>2643X30 Clients &amp; 2643x1 Sever</i>
126	MSA between SI and SV	73-86	HP	Format for MSA provided in the RFP to be entered into between the SI and the SV who are to implement this project	We request that the prime bidder has flexibility to execute a contract with favourable terms and conditions arrived at post good faith negotiations with the Software Vendor.	<i>Not accepting change</i>
127	Indemnity	79	HP	<b>Indemnity:</b> If any action, is brought against CSE/consignee for failure or neglect on the part of the bidder to perform any acts, matters, covenants, or things under the contract or for the damage or injury caused by the alleged omission or neglect on the part of the contractor, his agents, representatives or sub-contractors, workmen bidder or employees, the contractor in all such cases shall indemnify and keep CSE harmless from all costs, damages, expenses or decrees arising out of such action.	(Subject to Internal review)	<i>Need to clarify during pre-bid</i>
128	Consideration	85	Karvy Data Management Services Limited	System Integrator will pay the Software vendor @ Rs 30,000 per month including GST on a per school basis for the year 19-20. Payments to SV will be subject to applicable tax deductions at source and will be remitted to the bank account.	Rs.30,000 per month amounts to Rs. 3.6 lakhs per years where as total budget mentioned in 6.4 lakhs per school including hardware. please clarify.	<b><i>Change in corrigendum:</i></b> System Integrator will pay the Software vendor @ Rs 30,000 per school including GST on a per school basis for the year 19-20. Payments to SV will be subject to applicable tax deductions at source and will be remitted to the bank account.