



TENDER REF. NO. STPIN/PUR/QUO/21-22/04 Dated 23/11/2021

SOFTWARE TECHNOLOGY PARKS OF INDIA

(Ministry of Electronics and Information Technology (MeitY).Govt. Of India)
Ganga Software Technology Complex, Sector-29, Noida-201303 (U.P)
Tel: +91-120-2470400 Fax: +91-0120-2470403
Website: www.noida.stpi.in

**TENDER DOCUMENT
(STPIN/PUR/QUO/21-22/04 Dated 23/11/2021)**

SHORT NOTICE INVITING e-TENDER for Supply of 02 Nos. of Laptops in STPI Noida

MODE OF TENDERING: e-Tender(online) on URL <https://eprocure.gov.in/eprocure/app> in
Two-Bid System as follows:

- a) Technical Bid
- b) Financial Bid

1. **EMD/BID SECURITY : NIL**
2. **DATE & TIME OF PUBLISHING OF TENDER : 23/11/2021; 12:00 HRS**
3. **DATE & TIME OF PRE-BID MEETING: 26/ 11/ 2021 ; 11:00 HRS.**
4. **LAST DATE & TIME FOR SUBMISSION OF BID: 02/12/ 2021; 12:00 HRS**
5. **DATE & TIME FOR OPENING OF TECHNICAL BID : 03/12/2021;12:30 HRS**
6. **DATE & TIME FOR OPENING OF FINANCIAL BID : TO BE CONVEYED SEPARATELY**
7. **VALIDITY OF BID : 120 DAYS FROM THE LAST DATE OF OPENING OF
COMMERCIAL BID**



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Website: www.noida.stpi.in

NOTICE INVITING e-TENDER

Director, STPI Noida invites online bids for supply of 02 Nos of Laptops at STPI NOIDA.

The tender document is available on www.noida.stpi.in & <https://eprocure.gov.in/eprocure/app> from 23/11/2021.

Tender has to be submitted online on URL <https://eprocure.gov.in/eprocure/app> latest by **02/12/ 2021; 12:00 HRS**

**Director
STPI Noida**



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1. INTRODUCTION

STPI Noida invites e-procurement (only online mode through <https://www.eprocure.gov.in/eprocure/app>) open Tender under Two Bid System (Technical Bid & Commercial Bid) for Supply of 02 Nos. of Laptops at STPI Noida as per the Technical specifications and scope of works mentioned in this RFP.

2. INSTRUCTIONS TO THE BIDDERS

This section of the bidding documents provides the information necessary for bidders to prepare online responsive bids, in accordance with the requirements of the Employer. It also provides information on online bid submission, opening, evaluation and contract award.

2.1 INSTRUCTIONS FOR ONLINE BID SUBMISSION

The bidders are required to submit soft copies of their bids electronically on the Central Public Procurement (CPP) Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

2.1.1 REGISTRATION

- (i) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal by using the "Click here to Enroll" option available on the home page. Enrolment on the CPP Portal is free of charge.
- (ii) During enrolment / registration, the bidders should provide the correct/true information including valid email-id & mobile no. All the correspondence shall be made directly with the contractors/bidders through email-id provided.
- (iii) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- (iv) For e-tendering possession of valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) is mandatory which can be obtained from SIFY/TCS/nCode/eMudra or any Certifying Authority recognized by CCA India on eToken/ SmartCard.
- (v) Upon enrolment on CPP Portal for e-tendering, the bidders shall register their valid Digital Signature Certificate with their profile.
- (vi) Only one valid DSC should be registered by a bidder. Bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse and should ensure safety of the same.
- (vii) Bidders can then log into the site through the secured login by entering their user ID / password and the password of the DSC /eToken.



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2.1.2 PREPARATION OF BIDS

- (i) For preparation of bid, Bidders shall search the tender from published tender list available on site and download the complete tender document and should take into account corrigendum, if any published, before submitting their bids. After selecting the tender document same shall be moved to the 'My favourite' folder of bidders account from where bidder can view all the details of the tender document.
- (ii) Bidder shall go through the tender document carefully to understand the documents required to be submitted as part of the bid. Bidder shall note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- (iii) Any clarifications, if required, then same may be obtained online through the tender site, or through the contact details given in the tender document.
- (iv) Bidder should get ready in advance the bid documents to be submitted as indicated in the tender document/schedule in PDF/xls/rar/zip/dwf formats. If there is more than one document, they can be clubbed together using zip format.
- (v) Bidder can update well in advance, the documents such as experience certificates, financial reports, PAN, TIN, service tax, VAT, registration certificate and other relevant details etc., under "My Space" option, which can be submitted as per tender requirements. This will facilitate the bid submission process faster by reducing upload time of bids.

3. Other Instruction

- (i) Each bidder shall submit only one tender either by himself or as a partner.
- (ii) The bidder is expected to examine all instructions, Forms, Terms and Conditions in the Tender document. Failure to furnish all information required by the Tender document or submission of a tender not substantially responsive to the Tender document in every respect will be at the bidder's risk and may result in rejection of his bid.
- (iii) The bidder shall not make or cause to be made any alteration, erasure or obliteration to the text of the Tender document.
- (iv) The bidder shall check the pages of all documents. In the event of discovery of any discrepancy or missing pages, the bidder shall inform the Office of Purchase Division at STPI-Noida.
- (v) In case, the bidder has any doubt about the meaning of anything contained in the Tender



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document, he shall seek clarification on or before specified date of Pre-Bid meeting. Any such clarification, together with all details on which clarification had been sought, will also be published on STPI-Noida website.

- (vi) Except for any written clarification by the STPI-Noida, which is expressly stated to be an addendum to the tender document issued by the Office of Purchase Division of STPI-Noida, no written or oral communication, presentation or explanation by any other employee of STPI-Noida shall be taken to bind or fetter STPI-Noida under the contract.

4. BID SUBMISSION

Only Online Bids need to be submitted on <https://eprocure.gov.in/eprocure/app>. The tenders shall be of 2 bid system (Technical Bid & Commercial Bid). Manual bids will not be accepted.

- While submitting the bids online, the bidder shall read the terms & conditions (of CPP portal) and accepts the same in order to proceed further to submit their bid.
- The bidders are cautioned that uploading of financial bid elsewhere i.e. other than in cover 2 will result in rejection of the tender.

Part I should comprise acceptance of our terms & conditions of contract as per

Annexure -F of Part 1e, Copy of certificate authorized by OEM/ authorized partner of OEM, Audited balance sheet for previous 2 years, IT returns for past 2 years, Customer PO/ completion certificate indicating the proof of having provided similar services to Govt. Departments / Public sector Undertakings / IT organizations for past 2 years, Copy of the PAN Card, Sales & Service tax registration certificate/TIN/VAT, Registration / Incorporation of the firm/company. The MII declaration should be in accordance with Government Public Procurement Order No. P-45021 /2/2017-BE-II dt. 15.06.2017, P- 45021/2/2017-PP (BE-11) dated 28.05.2018, P-45021/2/2017-PP (BE-11) dated 29.05.2019 and P-45021/2/2017-PP (BE-11) dated 16.09.2020 (amended time to time).

Part Ia – General Terms And Conditions

Part Ib – Scope of Work

Part Ic – Technical Specification

Part Id – Annexures and checklist

Part Ie – Tender Acceptance Letter and Declaration

Part II should be the price offer to be submitted separately as per Commercial Bid format (Annexure-I). The price offer will be considered only of those parties who submitted all documents indicated in check list of Part I of tender and are found competent on the basis of information submitted in Part I.



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Bidders are requested to submit their most competitive rates. It may please be noted that incomplete tenders will NOT be accepted.

4.1 Contents of Technical Bids

The bidder should upload the scanned copy of the entire following document as part of the Technical Bid in the stipulated format.

- (a) Financial status: - The annual turnover of the bidder for the last three years viz., the audited financial report for the last three years.
- (b) Documentary evidence of experience having successfully completed similar works during the last 3 years. (PO copies and completion certificate).
- (c) Copy of certificate authorized by OEM / OEM certificate for all the equipment(s) listed in this RFP.
- (d) Copy of Sales & Service tax registration certificate PAN/ TIN/TAN/ VAT/ GST as applicable.
- (e) Copy of Registration / Incorporation of the firm/ company.
- (f) Documents evidence for having support center at Noida/ NCR region along with trouble call escalation matrix to be filed.
- (g) Duly Filled and signed Technical Compliance Sheet as per **Annexure-‘B’** in part 1-d (“Tech-Compliance”)
- (h) Duly filled (and signed) details of proposed product as per **Annexure –‘C’** in part 1-d (Components and Products).
- (i) Duly filled and signed checklist as per **Annexure-‘E’** in part 1-d
- (j) Duly filled and signed Tender acceptance Letter as per **Annexure-‘F’** in part 1-e
- (k) Product Datasheets, Brochures of the proposed products etc.
- (l) Declaration as per **Annexure –G** in part 1-e
- (m) Declaration from the OEMs of all the equipment w.r.t product warranty, End of Life, End of Support etc as per RFP terms.
- (n) Acceptance to training terms as per RFP
- (o) Any other related documents.

4.2. Contents of Price Bid

- Price Bid should be submitted online only.
- Bidders should not be under a declaration of ineligibility for corrupt and fraudulent practices. The declaration to be submitted as per format specified in **Annexure -G**
- STPI-Noida reserves the right to cancel/withdraw the bid without assigning any reasons for such decision. STPI-Noida also reserves the right to award to any bidder or cancel the orders issued to any bidder without assigning any reason thereof. Such decision will not incur any liability whatsoever on the part of STPI-Noida consequently.
- Bidders shall adhere to the procedure and processes laid down in this document and shall follow fair and ethical practices of trade.

4.3 Deadline for submission of Bids

- Bids must be submitted online on URL <https://www.eprocure.gov.in/eprocure/app> within the due time date i.e 02/12/2021; 12:00HRS.



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- STPI NOIDA may extend this deadline for submission of bids by amending the bid documents. This will be suitably notified in the websites www.noida.stpi.in and <https://www.eprocure.gov.in/eprocure/app>
 - STPI-Noida reserves the right to accept the offer in full or in parts or reject summarily.
- 4.4 The bidding process is stipulated in the tender document clearly. In case of any clarifications about bidding process/eligibility criteria the bidders may seek clarification during the pre-bid meeting. The clarifications sought after the pre-bid meet will not be entertained.**



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PART-I a

GENERAL TERMS AND CONDITIONS OF TENDER & CONTRACT

1. The tender should be submitted online only on <https://www.eprocure.gov.in/eprocure/app>.
2. Quotations should be for Supply of 02 Nos of Laptops at STPI Noida with Product Warranty for a minimum period of 3 years. Partial bidding is not permitted.
3. **Bid Validity:**
 - a. The tender submitted should be valid for 120 days from last date of opening of commercial bid.
 - b. STPI-Noida may ask for the bidder's consent to extend the period of validity. Such request and the response shall be made in writing only. A bidder agreeing to the request for extension will not be permitted to modify his bid.
 - c. Bid evaluation will be based on the bid prices without taking into consideration the above corrections.
4. Only net rates with break-up should be quoted for the period of the arrangement. Tenderers/bidders are advised to exercise greatest care in offering the rates.
5. **Earnest Money Deposit (EMD)**
 - a. Earnest Money Deposit is "NIL" for this tender.
6. The contracts concluded by STPI-Noida are subjected to the final approval of the competent authority.
7. **Interpretation of the clauses in the Tender Document / Contract Document**

In case of any ambiguity / dispute in the interpretation of any of the clauses in this Tender Document, **The Director, STPI-Noida's interpretation of the clauses shall be final and binding on all parties.**

8. ELIGIBILITY CRITERIA

- a) The Bidder shall be either an Original Equipment Manufacturer (OEM) or an authorized certified partner of an OEM for past 2 years for the proposed products ie. Laptops, having support center at Noida/ NCR region. Copy of certificate authorized by OEM / OEM certificate and documentary evidence for having support center in Noida / NCR region along with trouble call escalation matrix to be filled.
- b) Annual financial turn over during the last 2 Financial year ending 31st March of previous year should be at least Rs. 2,00,000/- (Two Lakh) every year. Audited balance sheet and IT returns for the last three years to be filed.
- c) Experience of having successfully completed similar works such as supply, of Laptops during the last 2 years.

Apart from the above, following documents to be filed:

- c) Copy of the PAN Card, GST/ Sales & Service tax registration certificate / TIN/TAN/ VAT as applicable



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- d) Copy of Registration / Incorporation of the firm/ company
- e) Duly Filled and signed Technical Compliance Sheet as per **Annexure-‘B’** in part 1-d (“Tech-Compliance”)
- f) Duly filled and signed details of proposed product as per **Annexure -‘C’** in part 1-d (Components And Products).
- g) Duly filled and signed checklist as per **Annexure-‘E’** in part 1-d
- h) Duly filled and signed Tender acceptance Letter as per **Annexure-‘F’** in part 1-e
- i) Product Datasheets, Brochures of the proposed products etc.
- j) Make in India Compliance letter declaring the %age of local contents in India on the letter head of OEM, MSME documents etc (as applicable). The MII declaration should be in accordance with Government Public Procurement Order No. P-45021 /2/2017-BE-II dt. 15.06.2017, P- 45021/2/2017-PP (BE-11) dated 28.05.2018, P-45021/2/2017-PP (BE-11) dated 29.05.2019 and P-45021/2/2017-PP (BE-11) dated 16.09.2020.
- k) Any other related documents claiming relaxation in EMD fees, Experience criteria, annual turnover criteria etc.
- l) Declaration as per **Annexure -G** in part 1-e
- m) Declaration from the OEMs of all the equipment(s) w.r.t product warranty, End of Life, End of Support etc as per RFP terms.

Documentary proof for the above shall be submitted. The scanned copy of the document should be uploaded at the time of online submission.

9. The **Pre-Bid meeting** will held at STPI Noida on 26/11/2021; 11:00 HRS

10. BID OPENING & EVALUATION:

- a. The Technical bids will be opened online at the time & date as specified in the tender document. All the statements, documents, certificates, etc. uploaded by bidder will be verified & downloaded, for technical evaluation.
- b. The bidder can witness bid opening from their respective locations logging in through their login ID, password at the designated time of bid opening.
- c. The Technical Bid will be evaluated against the specified parameters/criteria & the technically qualified bidders will be identified.
- d. Price bids of only the technically qualified bidders will be opened online for evaluation.

11. AWARD CRITERIA FOR AWARD OF CONTRACT

- a. The bid award criteria are as below:
- b. Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract or full quantity will be awarded to L1 bidder.
- c. If L1 bid is not from a local supplier, 50 % of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the local suppliers will be invited to match the L1 price for the remaining 50 % quantity subject to the local supplier’s quoted price falling within the margin of purchase preference, and the contract for that quantity shall be awarded to such local supplier subject to



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matching the L1 price. In case such lowest eligible local supplier fails to match the L1 price or accepts less than the lower quantity, the next higher local supplier within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and the contract shall be awarded accordingly.

- d. In case, some quantity is still left uncovered on local suppliers, then such balance quantity may also be ordered on L1 bidder.
- e. The margin of purchase preference shall be 20 %.
- f. Eligibility of bidder for Make in India Class 1 Local supplier is 50 %. If, the local content declared by the bidder is less than 50 %, then no preference shall be given to bidder and the bidder shall be considered as any other bidder.
- g. Preference will be given to MII bidders but this bid is not reserved only for MII bidders only.

12. PAYMENT TERMS

The payment will be released through online mode after the submission of Invoice once the entire supply of Laptops is completed. 90% payment will be released after completion of supply of Laptops & submission of warranty certificate and 10% payment will be released after completion of warranty period plus 60 days or 100% payment will be released on submission of 10% Bank Guarantee of total order value. The validity of the Bank Guarantee shall be three years plus 60 Days of the warranty period (subjected to acceptance of product).

13. LIQUIDITY DAMAGES

Purchases/Contracts are subjected to Liquidity Damages. Deviation in any of the terms of the Tender/ Purchase Order with due acceptance from STPI will not attract any liquidity damages. The following liquidity damages are levied if there is a delay in the schedule defined in the Tender/PO:

- a. Within one week from schedule timeline - 0.5% of order value
- b. Every successive weeks - 0.5% of order value
- c. Maximum – 2 % of order value for 4 weeks beyond 4 weeks will lead to cancellation of PO and forfeiture of EMD amount.

14. RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:-

- a. STPI Noida is not bound to accept the lowest or any bid and may at any time by notice in writing to the bidders terminate the tendering process.
- b. STPI Noida may terminate the contract if it is found that the contractor is black listed on previous occasions by the any of the Departments/Institutions/Local bodies/Municipalities/Public Sector Undertakings, etc.
- c. If price is mentioned in the "Technical Bid" it may lead to rejection of the bid.

15. TERMINATION BY DEFAULT:



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The STPI Noida may, without prejudice to any other remedy for breach of contract, by written notice of default sent to supplier, terminate the Contract in whole or part:

- (a) If the Supplier fails to provide services /rectify the fault within the time Period specified in the contract or any extension thereof granted by the STPI Noida.
- (b) If the Supplier fails to perform any other obligations under the Contract.

16. REJECTION OF THE BID

(a) The bidder is expected to examine all instructions, formats, terms & conditions, & scope of work in the bid document. Failure to furnish all information required as per bid document or submission of bid which is not substantially responsive to the bid document in every respect may result in rejection of bid. In respect of interpretation/clarification of this bid document and in respect of any matter relating to this bid document, the decision of STPI-Noida will be final.

(b) No prices are to be indicated in the Technical bid and if price is mentioned in the "Technical Bid" it may lead to rejection of the bid.

(e) The bidder will have to furnish the requisite document supporting the qualification/eligibility criteria and credential as specified in the bid document, failing which the bid is liable to be rejected.

(f) The discount, if any, should be merged with the quoted prices. If the bidder does not follow this stipulation, the bid is liable to be rejected.

16. BLACKLISTING

Company/Firm blacklisted by Govt./PSU/Corporate organization are not eligible to Bid. If at any stage of bidding process or during the currency of contract, such Information comes to knowledge of STPI, the STPI shall have right to reject the bid or terminate the contract, as the case may be, without any compensation to the bidder.

17. DISPUTE RESOLUTION:

a) Any dispute and or difference arising out of or relating to this contract will be resolved through joint discussion of the authorities' representatives of the concerned parties. However, if the disputes are not resolved by joint discussions, then the matter will be referred for adjudication to a sole Arbitrator appointed by the DIRECTOR, NOIDA.

b) The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceeding's shall be governed by Indian Arbitration and Conciliation Act 1996 as amended from time to time.

c) The cost of Arbitration shall be borne by the respective parties in equal proportions.

During the pendency of the arbitration proceeding and currency of contract, neither party shall be entitled to suspend the work/service to which the dispute relates



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on account of the arbitration and payment to the contractor shall continue to be made in terms of the contract. Arbitration proceedings will be held at Delhi/New Delhi only.

18. JURISDICTION OF COURT:

The courts at Delhi/New Delhi shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.

19. FORCE MAJEURE

If, at any time, during the continuance of the agreement, the performance in whole or in any part by either party of obligation under the agreement shall be prevented or delayed by reasons of any war, hostile acts of the enemy, civil commotion, subrogate, fire, floods, earthquakes, explosions, epidemics, strikes and quarantine restrictions by acts of God, (herein after referred to as eventualities) then provided notice of the happening of any such eventualities is given by either party to the other within two days from the date of occurrence thereon, neither party shall, by reason of such eventualities be entitled to terminate this contract agreement nor shall either party have any claim of damages against the other in respect of such nonperformance or delay in performance. Performance of the contract agreement shall, however be resumed as soon as practicable after such eventuality has come to an end.

Signature & Seal of the Bidder



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Part-Ib

Detailed Scope of Work for supply of 02 Nos of Laptops at STPI Noida

1. Scope of Work

Supply of an Integrated Security Appliance: The Bidder has to supply 02 Nos of Laptops at STPI-Noida in accordance with the specifications mentioned in the RFP.

2. Documentation: The supplier shall provide Warranty Certificates of Laptops.

3. Warranty Period Support

The Bidder has to provide Warranty Period Support, including hardware support for minimum period of **3 Years** from the date of successful installation and acceptance by STPI. This warranty should cover both parts and support onsite.

4. Delivery/ Execution of the Work Order

Bidder has to supply the products/equipment within **2 weeks** from the date of issue of Purchase Order. In case of delay, penalty clause shall be applicable as per prevailing norms. **(0.5 % of PO cost per week with maximum of 4 weeks delay)**. Delay beyond **4 weeks** lead to cancellation of PO and disallowing of participation in future STPI tenders. In case the product/Equipment is not complying to the technical specification as per **Annexure B**, the product / Equipment shall be rejected and the necessary information will be circulated to the concerned authorities including NSIC authorities (for the bidders registered with NSIC), disallowing of participation of the bidder in future tenders of STPI and others.

5. Support Center

The bidder or OEM should have support Centre at Noida/ NCR region. The bidder or OEM should furnish the Escalation matrix including names, locations, complete postal address, telephone numbers and fax numbers of all technical support centers and also alternate contact persons including bidder. Any change in the above details shall have to be intimated in writing by the supplier to the in charge of the employer at the earliest.

8. Non Disclosure Agreement

The successful bidder has to enter into NDA agreement as per the **Annexure - K**. The NDA shall be submitted along with the acceptance of the Purchase Order.



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Part 1c

Technical Specifications of 06 Nos of Laptops

Sl.no	Specification
1	<p>Type: Business/ Professional Notebook</p> <p>Processor - I9 11Th Gen 8Core, 16 Thread, 24 MB L3 Smart Cache, 2.5 GHz (Turbo Speed 4.9 GHz) or equivalent</p> <p>HDD - 1TB PCIe NVMe TLC SSD</p> <p>RAM - 32GB, DDR 4, 3200 (2 dim slot)</p> <p>Operating System - Win 10 pro</p> <p>Screen - 15.6" FHD AG LED UWVA 250 fHDC slim</p> <p>Webcam - Integrated HD 720p TM Webcam</p> <p>Wifi - Intel 6Ax201 (2x2)</p> <p>Bluetooth - BT 5.0</p> <p>Battery - 6 Cell 83 WHr Long Life</p> <p>Graphics - Nvidia Quadro T1200 Dedicated Graphics with 4 GB DDR6 Video RAM</p> <p>Other Specifications - Smart card reader/SEC Fingerprint Sensor/ 1 HDMI 2.0 ,1 Thunderbolt 3.0, 1 USB Type-C 10 MBPS, 2 USB Type A-5MBPS/ Win 10 Pro High End 64Bit/ Spill Resistant Backlit KB with Numeric Keys/RJ-45/ Laptop bag.</p> <p>Warranty - 3 year Warranty including battery</p>



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Annexure 'C'

Components and Products

In Response to technical requirements kindly fill-up the details of Component & Products in the following format:

SL. No.	Product Proposed (Model No)	Details (Individual Modules/features/Tech Capabilities etc)	Quantity	Brand name and Name of the OEM	List of brochures attached relevant to the proposed product

Note: Should be submitted along with Technical Bid.

(Signature of authorized signatory with seal & date)



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Annexure 'E'

Check List for Pre- Qualification Criteria

S. No.	Description	Compliance
1	Copy of OEM certificate / certificate authorized by OEM	Submitted / Not Submitted
2	Audited financial report of past 2 years	Submitted / Not Submitted
3	IT returns for past 2 years	Submitted / Not Submitted
4	Customer PO or satisfactory certificate past 2 years	Submitted / Not Submitted
5	Copy of Sales & Service tax registration certificate/TIN/ VAT/PAN/GST as applicable.	Submitted / Not Submitted
6	Copy of Registration / Incorporation of the firm/company,	Submitted / Not Submitted
7	Technical Compliance Sheet as per Annexure- B,C&D	Submitted / Not Submitted
8	Components & Products as per Annexure – C	Submitted / Not Submitted
9	Bid validity for 120 days after the date of Commercial bid opening	Complied / Not Complied
10	Declaration as per format Annexure G	Submitted / Not Submitted
11	Acceptance letter as per Annexure F	Submitted / Not Submitted
12	Support center details and escalation matrix	Submitted / Not Submitted
13	Acceptance to warranty terms as per RFP	Complied / Not Complied
14	Declaration from the OEMs of all the equipment w.r.t product warranty, End of Life, End of Support etc as per RFP terms.	Submitted / Not Submitted
15	Product datasheet / brochures	Submitted / Not Submitted
16	Uploaded the price bid as per format in Annexure-I	Submitted / Not Submitted



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Part 1-e

Annexure F

TENDER ACCEPTANCE LETTER

(To be given on a bidders Letterhead)

Date:.....

To,

The Director,

Software Technology Parks of India

Ganga Software Technology Complex

Sector 29 Noida - 201303

U.P

Sub: Acceptance in respect of Terms & Conditions of Tender document for Supply of 02 Nos of Laptops at STPI Noida.

Ref: <Tender Ref No & Date>

Sir,

1. I/We have downloaded/ obtained the tender document(s) for the above mentioned 'Tender/ Work' from the web site <https://www.eprocure.gov.in/eprocure/app> .
2. I/We hereby certify that I/we have read all the terms and conditions of tender document from Page No. ____ to ____ (including the Scope of Works, Technical Specifications, all Annexure(s)/Para's, etc., which shall form part of the contract agreement and I/we shall abide hereby by all the terms & conditions contained therein.
3. The corrigendum(s) issued from time to time by your department/organization too has also been taken into consideration, while submitting this acceptance letter.
4. I/ We hereby unconditionally accept all the terms and conditions of above mentioned tender document and corrigendum(s) as applicable.
5. In case any provisions of this tender are found violated, then your department/organization shall without prejudice to any other right or remedy be at liberty to reject my bid including the forfeiture of earnest money deposit.



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6. I/ We confirm that our bid shall be valid upto **120** days from the date of opening of commercial bid.
7. I/ We hereby certify that all the statements made and information supplied in the enclosed Annexures/Para's etc. furnished herewith are true and correct.
8. I/ We have furnished all information and details necessary for demonstrating our qualification and have no further prominent information to supply.
9. I/ We understand that you are not bound to accept the lowest or any bid you may receive.
10. I/ We certify / confirm that we comply with the eligibility requirements as per Bid documents.
11. I/We declare and confirm that (i) we have not been Black listed or deregistered by any Central/State government department or Public sector undertaking and non of our works had ever been terminate by client after award of contract during last three years. (ii) No agent, middle man or any intermediary has been or will be engaged to provide any service, or any other item of work related to the award and performance of this contract. We acknowledged the right of the employer, if he finds to the contrary, to declare our tender to be non-compliant and if the contract has been awarded to declare the contract Null and void.
12. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
13. In case any provisions of this tender are found violated , then your department/ organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.

Signature & Seal of the Bidder

Name and Address:



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Annexure – G

DECLARATION

I hereby certify that the information furnished above is full and correct to the best of my/our knowledge. I understand that in case any deviation is found in the above statement at any stage, the supplier will be blacklisted and will not be permitted to have any dealing with the STPI-Noida in future.

Signature & Seal of the Bidder

Name & Address:



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Annexure-H

Format for Commercial Bid

Kindly fill the BOQ on CPP Portal .



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Special Instructions to the Contractors/Bidders for the e-submission of the bids online through e procurement tender site

1. Bidder should do the registration in the tender site <http://eprocure.gov.in> using the option available. Then the Digital Signature registration has to be done with the e-token, after logging into the site. The e-token may be obtained from one of the authorized Certifying Authorities such as MTNL/SIFY/TCS / nCode/eMudhra.
2. Bidder then login to the site thro' giving user id / password chosen during registration.
3. The e-token that is registered should be used by the bidder and should not be misused by others.
4. The Bidders can update well in advance, the documents such as certificates, purchase order details etc., under **My Documents** option and these can be selected as per tender requirements and then send along with bid documents during bid submission.
5. After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as asked, otherwise, the bid will be rejected.
6. If there are any clarifications, this may be obtained online thro' the tender site, or thro' the contact details. Bidder should take into account of the corrigendum published before submitting the bids online.
7. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender schedule and they should be in PDF/xls /rar/dwf formats. If there is more than one document, they can be clubbed together.
8. The bidder reads the terms & conditions and accepts the same to proceed further to submit the bids.
9. The bidder has to submit the tender document online well in advance before the prescribed time to avoid any delay or problem during the submission process.
10. After the bid submission, the acknowledgement number, given by the e-tendering system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender.
11. The details of the Earnest Money Deposit document submitted physically to the Dept and the scanned copies furnished at the time of bid submission online should be the same otherwise the Tender will be summarily rejected.
12. The **Tender Inviting Authority (TIA)** will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders.
13. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected.
14. The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.
15. All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening. Overall, the submitted tender documents become readable only after the tender opening by the authorized individual.
16. The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
17. The bidders are requested to submit the bids through online e - tendering system to the TIA well before the bid submission end date & time **(as per Server System Clock)**.



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18. The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) option in the browser.
19. If the bidder submits the bid in manual form, he should have already registered in the tender site and he has to inform the registration ID in the bid submitted otherwise his tender will not be considered.

For any other queries, the bidders are asked to contact through
Mail: cppp-nic@nic.in

Signature & Seal of the Bidder



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Annexure -J

NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is valid till one year from the date of work order, and is made by and between **SOFTWARE TECHNOLOGY PARKS OF INDIA**, an Society under Dept. of Electronics and Information Technology, Ministry of Communications & Information Technology, Govt. of India herein referred to as '**DISCLOSING PARTY**' whose address is Ganga Software Technology Complex, Sector 29, Noida - 201303, India, and **M/s.**

Both the parties shall mean and include their successors at Office from time to time, legal representatives, administrators, executors and assigns, etc.

This agreement shall govern the conditions of disclosure by disclosing party to Recipient of certain confidential and proprietary information that is oral, written, or in computer file format. Examples of Confidential Information include the identities of companies, consultants and other service providers used by disclosing party, both foreign and domestic, in connection with disclosing party's business, supplier lists, supplier information, computer databases containing customer, product and vendor information, designs, drawings, specifications, techniques, models, documentation, diagrams, flow charts, research and development process and procedures, 'know-how', new product or new technology information, financial, marketing and sales information and projections, product pricing, profitability, marketing techniques and materials, marketing timetables, strategies and development plans, trade names and trademarks not yet disclosed to the public, business methods and trade secrets, and personnel information.

1. Purpose of Disclosure. Disclosing party is disclosing the Confidential Information to Recipient in order for Recipient to evaluate the possibility of using disclosing party's services like Call Centers/Contact Centers Projects, Business Process Outsourcing covering all different kind of Verticals, Information Technology Services, Back and Transaction Processing Services, Business Analysis, Business Process Re-engineering, Data Analysis, Quality Analysis and the Statutory & Datacom services etc.
2. Confidentiality Obligations of Recipient. Recipient hereby agrees:
 - (a) Recipient will hold the Confidential Information in complete confidence and not to disclose the Confidential Information to any other person or entity, or otherwise transfer, publish, reveal, or permit access to the Confidential Information without the express prior written consent of Disclosing Party.



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- (b) Recipient will not copy, photograph, modify, disassemble, reverse engineer, decompile, or in any other manner reproduce the Confidential Information without the express prior written consent of disclosing party.

If any Confidential Information is delivered to Recipient in physical form, such as data files or hard copies, recipient will return the Confidential Information, together with any copies thereof, promptly after the purpose for which they were furnished has been accomplished, or upon the request of disclosing party. In addition upon request off disclosing party in writing/email Recipient will destroy materials prepared by Recipient that contain Confidential Information.

- (c) Recipient shall use Confidential Information only for the purpose of evaluating Recipient's interest in using disclosing party's services, and for no other purpose. Without limiting the generality of the previous sentence, Recipient specifically agrees not to sell, rent, or otherwise disclose any of disclosing party's Confidential Information either in full or part to any competitor of disclosing party, nor will Recipient use the Confidential Information to directly or indirectly contact or contract with any of disclosing party's employees, vendors, contractors and agents who carry out or otherwise fulfill the services on behalf of disclosing party (its 'Affiliates'). Recipient shall promptly notify disclosing party of any disclosure or use of Confidential Information in violation of this Agreement for which disclosing party shall indemnify the Recipient for that part.

3. Exclusions. None of the following shall be considered to be 'Confidential Information':
- (a) Information which was in the lawful and unrestricted possession of Recipient prior to its disclosure by disclosing party;
 - (b) Information which is readily ascertainable from sources of information freely/easily available in the general public;
 - (c) Information which is obtained by Recipient from a third party who did not derive such information from disclosing party.
4. Remedies. Recipient acknowledges that disclosing party's Confidential Information has been developed or obtained by the investment of significant time, effort and expense and provides disclosing party with a significant competitive advantage in its business, and that if Recipient breaches its obligations hereunder, disclosing party will suffer immediate, irreparable harm for which monetary damages will provide inadequate compensation. Accordingly, the disclosing party will be entitled, in addition to any other remedies available at law in equity, to injunctive relief to specifically enforce the terms of this Agreement. Recipient agrees to indemnify disclosing party against any losses sustained by disclosing party, including reasonable attorney's fees, by reason of the breach of any provision of this Agreement by Recipient. Recipient further acknowledges that disclosing party's business would be severely hurt if Recipient were to directly contract with its Affiliates without the participation of disclosing party. Therefore, if Recipient directly or indirectly contracts with any of disclosing party's Affiliates whose identity and/or particulars are disclosed to Recipient pursuant to this Agreement



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(Except Affiliates with whom Recipient had a demonstrable prior existing business relationship). In the event of circumvention, by the Recipient whether directly or indirectly, the disclosing party shall be entitled to a legal monetary penalty award, equal to the maximum consulting service/consulting fee, commission/profit originally expected or contemplated to be realized from such transaction(s). This payment levied against and paid immediately by the party engaged in circumvention and also in addition includes all legal expenses in the recovery of these funds if collected through legal action by either party. This penalty shall not apply when the alleged Circumventure does not result in a transaction being concluded. The parties acknowledge it would be extremely difficult or impossible to accurately it would be extremely difficult or impossible to accurately fix the actual damages that disclosing party would suffer in the event of a breach of the aforementioned obligations, and that the liquidated damages provided for herein are a reasonable estimate of disclosing party's actual damages, which shall be fixed by the arbitrator who shall also be in the same business.

5. No Rights Granted to Recipient. Recipient further acknowledges and agrees that the furnishing of Confidential Information to Recipient by disclosing party shall not constitute any grant or license to Recipient under any legal rights now or hereinafter held by disclosing party.
6. Miscellaneous Provisions:
 - (a) This Agreement sets forth the entire understanding and Agreement between the parties with respect to the subject matter hereof and supersedes all other oral or written representations and understanding. This Agreement may only be amended or modified by a writing signed by both parties.
 - (b) If any provision of the Agreement is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions will not be affected or impaired.
 - (c) This Agreement is binding upon the successors, assigns and legal representatives the parties hereto, and is intended to protect Confidential Information of any successors or assign of disclosing party.
 - (d) Each Provision of this Agreement is intended to be valid and enforceable to the fullest extent permitted by law. If any provision of this Agreement is determined by any court of competent jurisdiction or arbitrator to be invalid, illegal, or enforceable to any extent, that provision shall, if possible, be construed as though more narrowly drawn, if a narrower construction would avoid such invalidity, illegality, or unenforceability, be served, and the remaining provisions of this Agreement shall remain in effect/force.
 - (e) The terms and conditions governing the provision of the agreement shall be governed by and construed in accordance with laws of the union of India and shall be subject to the exclusive Jurisdiction of the courts of Noida.



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- (f) Any or all disputes arising out or in connection with this agreement shall so far as may be possible to settled amicably between the parties within a period of thirty days from such dispute(s) arising.
- (g) However failing such amicable settlement all disputes and differences out of the construction of or concerning anything contained in or arising out of or in connection with this agreement as to the rights, duties or liabilities arising it, to the parties shall be referred to a panel of three arbitrators, for conducting Arbitration in accordance with the provisions of Arbitrations and Conciliation Act 1996.
- (h) It is agreed that each party shall appoint one arbitrator and the third arbitrator from the same business.
- (i) The appointment of arbitrators shall be done within a period of three months from the date of receipt of notice from the aggrieved party requesting to refer the matter to arbitration in case amicable settlement fails.
- (j) The parties shall mutually ensure and co-operate with each other in the arbitral proceedings, so that the same can be concluded and awarded within a period of six months from the date of commencement of the arbitral proceedings.
- (k) The arbitral proceedings shall be conducted in English, both parties shall be bound by the award passed and delivered by the arbitral tribunal and shall not attempt to challenge the authenticity of the award, before any authority or courts or any other statutory body.
- (l) The venue of arbitration shall be Noida.
- (m) If any litigation is brought by either party regarding the interpretation or enforcement of this Agreement, the prevailing party will recover from the other all costs, attorney's fees and other expenses incurred by the prevailing party from the other party.

Signed on behalf of

Signed on behalf of

M/s Software Technology Parks of India

M/s.

Signature:

Signature:

Name:

Name:

Designation with seal:

Designation with seal:

Date:

Date: