



## **NATIONAL PENSION SYSTEM TRUST**

### **Request for Proposal - Procurement and Installation of 26 number of Laptops**

**Date: 28-June-2021**

National Pension System Trust  
3<sup>rd</sup> Floor, B-14/A, Chatrapati Shivaji Bhawan,  
Qutab Institutional Area, Katwaria Sarai,  
New Delhi -110016 Website:  
[www.npstrust.org.in](http://www.npstrust.org.in)

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**INVITATION FOR REQUEST FOR PROPOSAL (RFP)**  
**- PROCUREMENT OF 26 NO'S OF LAPTOPS**

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NPS TRUST invites sealed quotations from competent & reputed manufacturers (OEMs) or authorized distributors / dealers for supplying, Installation and commissioning of new Laptops as per the details given in this document.

This RFP may be downloaded by the bidders free of cost from the e-procure website ([www.eprocure.gov.in](http://www.eprocure.gov.in)) or from the NPS Trust website ([www.npstrust.org.in](http://www.npstrust.org.in))

**RFP Summary Sheet**

Name of the Organization	NPS TRUST	
Procurement Reference Number	NPST/19/16/11/5/2021-IT	
Tender Cost	Free of Cost	
Earnest Money Deposit (EMD)	Rs.75,000/- (Rupees Seventy Five Thousand only)	
Bank Account Details for NEFT/ RTGS of EMD to NPS TRUST Account:	Account Name: NATIONAL PENSION SYSTEM TRUST Account No: 159901000000888 IFSC Code: IOBA0001599 Bank Name: Indian Overseas Bank, Vasant Vihar, F-75, Poorvi Marag, New Delhi - 110057 Type of Account: Saving Account	
Date of issue of the RFP	Date: 28-June-2021	Time: 03:00 PM
Pre-bid meeting date	NOT APPLICABLE	
Last date to seek clarification	Date:01-July-2021	Time: 03:00 PM
Last Date for reply of queries	Date:02-July-2021	Time: 03:00 PM
Last Date and Time for RFP submission / upload of bids	Date:09-July-2021	Time: 03:00 PM
Date and time for opening of Technical bids	Date:09-July-2021	Time 03:30 PM
Date and Time for financial bidOpening **	12-July-2021, 03:00 PM	

Primary point of contact for RFP process and technical pre-bid queries	Name: Sh. Suresh G Designation: Deputy General Manager Email: dgm4-npst@npstrust.org.in Contact Number: 7077722007
Place of Pre-bid meeting	NOT APPLICABLE
Place of Bid Opening of Bids	NPS Trust, 3 <sup>rd</sup> Floor, B-14/A, Chatrapati Shivaji Bhawan, Qutab Institutional Area, New Delhi 110016
Address for Communication	NPS Trust, 3 <sup>rd</sup> Floor, B-14/A, Chatrapati Shivaji Bhawan, Qutab Institutional Area, New Delhi 110016

\*\* The information / communication on their financial bid opening will be intimated to the technically qualified bidders

NPS Trust reserves the right to change the schedule mentioned above or elsewhere mentioned in the document, which will be communicated by placing the same as corrigendum on the Central Public Procurement Portal ([www.eprocure.gov.in](http://www.eprocure.gov.in)) and on the website of NPS Trust.

NPS Trust reserves the right to reject any or all offers without assigning any reason. Tender offers will be opened in the presence of the bidder's representatives who choose to attend the opening of the tender on the above-specified date, time and place.

Technical Specifications, terms and conditions and various formats and pro forma for submitting the tender offer are described in the tender document.

Technical and financial bids are required to be submitted in separate sealed covers addressed to the:-

**General Manager – IT  
National Pension System Trust,  
3<sup>rd</sup> Floor, B-14/A, Chatrapati Shivaji Bhawan, Qutab  
Institutional Area, Katwaria Sarai,  
New Delhi 110016**

The Bids should reach us on or before the specified date and time, duly super scribing the work i.e., **“Tender for Procurement of 26 number of Laptops – Technical Bid”** and **“Tender for Procurement of 26 number of Laptops – Financial Bid”** on top of the cover.

Bidder should read the tender document carefully and comply strictly with the terms and conditions before sending their bids.

GENERAL MANAGER – IT

NPS TRUST

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## 1. INTRODUCTION

National Pension System Trust (NPST) was established by PFRDA as per the provisions of the Indian Trusts Act of 1882 for taking care of the assets and funds under the National Pension System in the best interest of the subscribers. NPS Trust is the registered owner of all assets under the NPS architecture which is held for the benefit of the subscribers under NPS. The powers, functions and duties of NPS Trust are laid down under PFRDA (NPS Trust) Regulations, 2015 besides the provisions of the Trust Deed dated 27 February 2008. NPS Trust is located with its Head Quarters at New Delhi.

## 2. SCOPE OF THE WORK (SOW)

- a. Supply and Installation of 26 number of Laptops
- b. The rates submitted by the bidder should be valid for a period of 6 months from the date of issuance of Purchase Order.
- c. Based on requirement, additional or reduction in procurement up to 25% of the quantity will carry the same rate.
- d. Successful bidder first has to supply laptops to NPS Trust office (address as mentioned in the bid document or any other address specified by NPS Trust within Delhi) at no additional cost for delivery, verification and installation.
- e. The bidder shall deliver the goods/services, install and commission the same within Two (2) weeks from the date of award of contract.
- f. During the first supply of laptops to the NPS Trust office, the bidder should take care of the secure delivery of devices to avoid transit damages. Any transit cost and damage will be borne by the bidder.
- g. The bidder is required to provide onsite support to the NPS Trust for installation of operating system and respective keys provided by the Trust, if any.
- h. Warranty: Three (3) Years OEM Warranty with accidental damage & on-site maintenance.

## 3. LAPTOP SPECIFICATION / CONFIGURATION AND SOFTWARE

### Technical Specification for 26 no's of Laptop:

MINIMUM LAPTOP SPECIFICATIONS			
S.No	Description	Specification for 3 Laptops	Specification for 23 Laptops
1	Brand	Dell / HP	Dell / HP
2	Processor	Intel Core i-7 (11 <sup>th</sup> Generation)	Intel Core i-5 (11 <sup>th</sup> Generation)
3	Operating System	Microsoft Windows 10 Pro 64 bit	Microsoft Windows 10 Pro 64 bit
4	Memory – RAM	8 GB DDR4 RAM	8 GB DDR4 RAM

5	Chipset	Integrated with the Processor	Integrated with the Processor
6	Display	14 Inch FHD (1920 * 1080)	14 Inch FHD (1920 * 1080)
7	Touch or Non-Touch	Touch	Non Touch
8	Storage	SSD – 512 GB	SSD – 512 GB
9	Web Cam, Mic andspeakers (Multimedia)	Yes (High quality speakers, Universal audio jack, noise reducing array microphones)	Yes (High quality speakers, Universal audio jack, noise reducing array microphones)
10	Ports	LAN Port, I/O Ports, USB, HDMI, Headphone, AC Power	LAN Port, I/O Ports, USB, HDMI, Headphone, AC Power
11	LAN	Ethernet Controller 10 / 100 MBPS or higher	Ethernet Controller 10 / 100 MBPS or higher
12	Keyboard	Standard with Backlit	Standard with Backlit
13	Standard Accessories	Power cable, Power Adaptor and Charger, User Manuals etc.	Power cable, Power Adaptor and Charger, User Manuals etc.
14	Battery Backup	6 Hour Minimum	6 Hour Minimum
15	Weight with battery	Less than or equal to 2.0 kg	Less than or equal to 2.0 kg
16	Warranty	03 (Three) year comprehensive warranty with accidental damage	03 (Three) year comprehensive warranty with accidental damage
17	Certification, BIS Registration, Trusted Platform Enabled	Yes	Yes
18	Finger Print Enabled	Optional	Optional
19	Carry Case	OEM backpack bag	OEM backpack bag
20	Bluetooth	4.0 or higher	4.0 or higher
21	Wifi Connectivity	Yes	Yes
22	Software	MS Office 2019 preloaded from OEM	MS Office 2019 preloaded from OEM

Note : Whole of the above configuration should be read as “THE SAME, EQUIVALENT OR BETTER / MORE”

#### **4. OFFERS FROM READY STOCK / PRIOR ORDERS**

Offers / Bids from ready stock are preferred. In case the supply is subject to prior orders, the bidder shall ensure that ordered quantity are supplied within stipulated time of 14 days from the date of order placement to NPS Trust at no additional cost. The bidder shall note that in case the bidder fails to supply within the period of delivery indicated in this tender, penalty at the rate of 1% of the value of the order, per week of delay will be levied. In case of delay in the supply after the acceptance of the order due to extra-ordinary circumstances, the successful bidder shall intimate NPS Trust in writing mentioning the reasons thereof and the decision taken by NPS Trust shall be final.

The successful bidder shall, within 5 days from the date of receipt of order of placement shall intimate his acceptance of the order. This shall be included in the 14 day timeline for delivery and no extra time will be given for acceptance of the order.

#### **5. PACKAGING**

The bidder shall provide packing of the goods, as required to prevent their damages or deterioration during the transit to their final destination as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit.

The equipment shall be securely boxed, crated and protected from mechanical damage, moisture etc. suitable for both storage and transit according to the nature of the material and mode of transport.

The bidder shall also compensate for losses, if any, sustained by Trust due to defective packing and/or wrong marking of the goods.

#### **6. GUARANTEE OF QUALITY AND WARRANTY OF GOODS SUPPLIED**

- a) The laptops offered shall confirm to the specifications as given in tender/order and shall be guaranteed against defective design, defective quality material supplied manufacturing defects etc.
- b) Comprehensive 3 yrs on-site warranty coverage for the Laptop with accidental damage and other accessories by the OEM is required
- c) The guarantee / warranty given on Laptop by the OEM will be run by the bidder and bidder shall be responsible to ensure that the guarantee/ warranty is honored by the OEM. OEM may authorize any other service center other than the bidder for attending to the complaint's raised by NPS Trust.
- d) All the warranty cards / details specifying the warranty must be handed over to NPS Trust at the time of supply / installation of the laptops.

- e) Product should not be announced as End of Sale or End of Service during the warranty period of 3 years.

## **7. RATES AND PRICE**

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- a) The total price quoted should be in Indian Rupees in words as well as figures. GST or any other tax / levies as applicable should be quoted separately. If the tax and levies are included in the price quoted without giving the break up details, such bids will summarily be rejected.
- b) No cost variation will be permitted other than statutory dues (Upward revision of GST will be borne by the Trust and benefit of downward revision of taxes shall be passed by the bidder to the Trust).
- c) Shipping or other transportation costs will be borne by the bidder
- d) Rates should be valid for Six Months. Rates valid for a shorter period shall be rejected as non-responsive. No claim for compensation or loss due to fluctuations or any other reasons / causes will be entertained during the period of validity of rate.
- e) Rate should be quoted including delivery, installation and warranty.

## **8. BIDDER ELIGIBILITY CRITERIA**

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<b>S.No</b>	<b>Particulars</b>	<b>Required Document (All documents must be self-attested)</b>
1.	Bidder must be a Proprietorship Firm / Partnership Firm / LLP / Company/ Organization.	Registration Document indicating the legal status.
2.	Should be registered with Income Tax and GST departments.	Self-attested copy of valid registration certificate under GST and PAN Card.
3.	Bidder shall be OEM or Authorized dealer / distributor of OEM  OEM Authorization	Latest Authorization Letter from the principal manufacturers for respective product (OEM) as partner or reseller of OEM, which is active.  If dealer / distributor – Authorization certificate or letter from the OEM to the bidder to act as dealer / distributor (Proof of dealership / distributorship)



5.	The bidder should have at least one (01) years' experience in supplying Laptops / Desktops to a Government / Autonomous Body / PSU organization/Public Sector Trusts.	Copy of the work orders or Completion Certificates issued by your clients
6.	The Registered Office or one of the Branch Offices of bidder should be located either in Delhi / NewDelhi or in National Capital Region	Valid Address Proof as mentioned below with the existence in Delhi  Self-attested copy of Telephone bill/ Electricity Bill/ Registered Rentdeed supporting the address at Delhi
7.	The bidder must not have not been blacklisted by the Departments/Ministries of the Govt. of India/Public Sector Undertakings (PSUs)	As per the undertaking format given in Annexure – III, Declaration has to be given.
8.	The bidders registered with NSIC are exempted from submission of EMD.	Certificate from NSIC mentioning the period of exemption and value.

**Note:** It is mentioned that above conditions have been imposed to purchase original and genuine products only from competent and authorized bidders.

The cost and expenses related to submission of bids will remain with the bidder. The Trust shall not be liable in any manner for the costs / expenses incurred by the bidder in preparation or submission of the bid, regardless of the outcome or conduct of the bidding process.

#### **9. BID SECURITY / EARNEST MONEY DEPOSIT (EMD)**

- a. EMD of **Rs. 75,000/-** (Rupees Seventy Five Thousand only) in the form of account transfer through NEFT/RTGS to the account details of NPS Trust mentioned in RFP summary sheet shall accompany the Technical Bid.
- b. A bid received without Bid Security (EMD) shall be rejected as non-responsive.
- c. The Bid Security (EMD) of unsuccessful bidders will be returned to them after finalization and award of the contract without any interest.
- d. The Bid Security may be forfeited in case of any of the below:
  - i. If a bidder withdraws his bid during the period of bid validity specified in the bid document.
  - ii. In the case of successful bidder, if the bidder fails to sign the contract or furnish the Performance Security within the time specified in the document
  - iii. In case the successful bidder fails to honor the order / unable to supply the items after the work order is issued to the successful bidder.
- e. The bidders registered with NSIC and submitting a valid NSIC registration certificate are exempted from submission of EMD.

## **10. PERFORMANCE SECURITY DEPOSIT (PSD)**

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- a. Within 7 days of receipt of work order, the successful bidder shall furnish the Performance Security of **10% of the Contract Value along with the work order acceptance**.
- b. PSD shall be in the form of NEFT/RTGS in the same account where EMD is deposited.
- c. The successful bidder may also choose submit the difference amount after deducting the EMD. i.e, PSD of 10% of the contract value less the EMD amount.
- d. EMD will be refunded to the successful bidder on receipt of full Performance Security deposit amount. In case of the difference amount received (i.e, 10% of the contract value less the EMD amount), the EMD along with the difference amount will be retained as PSD by NPS Trust.
- e. PSD will be released after 90 days from the date of supply and installation of the laptops procured. PSD can be withheld or forfeited in full or in part, in case the supply order was not executed to the satisfaction of NPS Trust within the stipulated period.

## **11. MODE OF SUBMISSION OF TENDERS AND LAST DATE**

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Tender must be submitted in English language duly sealed envelope and in two parts separately, i.e.,

1. Technical Bid (Annexure – I) and
2. Financial Bid (Annexure - II).

Both the parts should be further sealed in a bigger envelope which must be duly super-scribed in capital letters “**Tender for Procurement of 26 number of Laptops – Technical Bid**” and “**Tender for Procurement of 26 number of Laptops – Financial Bid**”. Tender shall be dropped in the tender box kept at the reception and should not be handed over to any employee of NPS Trust in case of physical submission of the bids.

The currency in which the bid is quoted must be in INR (INDIAN RUPEES).

The envelopes must be super-scribed with the following information:

- i. Name and Address of the bidding agency along with the contact details of the authorized representative.
- ii. Date & Time of submission of Tender

NPS Trust will not be responsible for non-receipt of bids / delayed / late submission of the tender document due to any reason. The late submission of the bid results in disqualification / rejection of any bid on the grounds that the tender had not reached NPS Trust on or before the due date and time. The tender documents have to be physically delivered in the above means and tender sent through any other means shall not be accepted.

## **12. EVALUATION PROCESS**

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- a. Technical bids will be opened on bid opening date. Those bidders satisfying the eligibility criteria and the technical requirements as determined by the NPS Trust and

accepting the terms and conditions of this document shall be shortlisted for evaluation of financial bid.

- b. The Trust may at its discretion, waive any minor non-conformities or any minor irregularity in the proposal. This shall be binding on all the bidders and the Trust reserves the right

- c. Technical bid evaluation:

Technical bid documentation shall be evaluated in two sub-steps. Firstly, the documentation furnished by the bidder shall be examined prima facie to see if the product /services offered, technical skill base and financial capacity and other bidder attributes claimed therein are correct with supporting documents and are consistent with the needs of the NPS Trust. In the second step, if required, NPS Trust may ask bidder(s) for additional information, arrange discussions with their authorized representative to verify claims made in technical bid documentation, which shall be submitted by the bidder within the time lines specified in the communication/mail.

- d. Financial Bid evaluation:

The financial bid of the technically qualified bidders shall be opened in their presence. The financial bids will be evaluated on the basis of the quotes quoted by the technically qualified bidders. For the purpose of rate calculation, the unit rate quoted for each laptop will be multiplied with the estimated quantity.

- e. Award Criterion:

Final choice of the bidder shall be made on the basis of conformity to all the specifications, appropriateness of the product offered, capability of bidder to execute and service the work order and appropriateness of financial offer from the point of view of cost- effectiveness over the entire maintenance period for the product. The contract shall ordinarily be awarded to the lowest (L1) Bidder. The L1 will have to submit the acceptance of work order within 5 days and PSD as specified within 7 days from the date of receipt of the work order. In case the L1 fails to fulfill or honor the work order contract, after forfeiture of the EMD or PSD, the contract shall be awarded to the L2, who shall be deemed as L1 after the failure of the first L1. NPS Trust reserves the right to award the contract to more than 1 bidder in such manner as it may be considered fit.

### **13. REVISED BIDS**

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If necessary, the Trust reserves the right to call for revised technical or financial bid form from all the eligible bidders for the selection. The Trust reserves the right to change the criteria / specifications of the bid as per the requirement of the Trust

### **14. SIGNING OF THE BIDS**

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- a. The bid shall be typed or printed. All pages of the bid document shall be numbered consecutively and shall be signed and stamped by the bidder as proof of having read the contents therein and in acceptance thereof.

- b. All entries in the bid form should be legible and filled clearly. If the space for furnishing information is not sufficient, separate sheet duly signed by the authorized signatory may be attached.
- c. The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case corrections shall be signed by the person/ persons signing the bid.
- d. Bidders are not allowed to modify / substitute / withdraw proposals after the submission. No columns of the tender should be left blank. Offers with insufficient information and offers which do not comply to the stipulations given in this document are liable for rejection. There should be no hand written material correction or alternations in the bid submitted. Filling in of the information using terms such as "Ok", "Noted", "Accepted" etc may not be acceptable. The Trust may qualify the offers not adhering to these guidelines for rejection of the bid.
- e. Incomplete and conditional tenders will be rejected by NPS Trust.

#### **15. VALIDITY PERIOD OF BID**

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The bid shall remain valid and open for acceptance for a period of **120 days** from the last date fixed for receiving the same. A bid valid for a shorter period shall be rejected by the Institute as non-responsive.

#### **16. NO WITHDRAWAL AFTER SUBMISSION OF BIDS:**

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No bidders will be allowed to withdraw their bid after submission of bids / opening of the tender, otherwise the EMD submitted by the bidder is liable to be forfeited.

#### **17. NON-ACCEPTANCE OF THE TENDERS RECEIVED AFTER THE LAST DATE AND TIME:**

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Tenders received after the closing date and time prescribed in the tender enquiry shall NOT be accepted / considered under any circumstances.

#### **18. SETTLEMENT OF DISPUTE**

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All disputes, differences and questions arising out of or in any way touching or concerning this agreement or subject matter thereof or the representative rights duties or liability of the parties shall be referred to the courts located in New Delhi.

#### **19. PURCHASER'S RIGHTS**

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NPS Trust reserves the right to

- a. Accept / reject any or all the bids in whole or in part and annul the bidding process without assigning any reason whatsoever and is not bound to accept the lowest tender.
- b. Blacklist a bidder for a suitable period in case the bidder fails to honor its bids without sufficient grounds.
- c. Forfeit the EMD / PSD, if a bidder, after award of the contract violates any of the terms & conditions or fails to honor the work order as per the requirement of NPS Trust
- d. Impose a penalty of 1% of total value of the supply order for each week's delay (in addition to forfeiture of EMD / PSD) on the bidder as decided by NPS Trust, in case the bidder fails to supply the required quantity and specifications and install them within the specified period
- e. Get the laptops returned / replaced at the bidder's cost within 15 days from the date of identification of defect, if the items supplied are found to be of sub-standard quality or defective or not genuine / original of the specified brand or does not conform to the standards prescribed by NPS Trust
- f. Take punitive action against the bidder including imposition of penalty, cancellation of the work order, blacklisting of the bidder, forfeiture of EMD/PSD if the bidder has failed supply the original and genuine items.
- g. Claim from the bidder or adjust from the PSD of the successful bidder for any damage caused to the printer or other equipment of NPS Trust by spurious products supplied by the bidder.
- h. Not make payments to the bidder, if the services of the bidder are found unsatisfactory or if the bidder is not able to supply the goods within specified time-frame
- i. Procure the material from other sources in case the successful bidder fails to supply the required quantity within the specified period from the receipt of work order and adjust the difference cost from the PSD of the successful bidder.
- j. Vary any aspect of this evaluation process, RFP without any liability to the bidder. Where NPS Trust varies any aspect of this evaluation process or the agreement, Trust shall notify the bidder of that variation.
- k. Verify the validity of bid information and to reject any bid where the contents appear to be incorrect, inaccurate, misleading or inappropriate at any time during the process of RFP or even after award of contract.
- l. Totally reject the goods and/or forfeit the EMD/PSD of the bidder, if the material supplied are found to be of different make and / or model than those in the accepted offer and are of specifications lower than those in the accepted offer.
- m. Other Rights - Without limiting its rights under any other clause of this evaluation process or at law, and without liability to the Bidder or any third party, NPS TRUST may at any stage of the evaluation process:
  - i. Require additional information from a Bidder;
  - ii. Change the structure and timing of the evaluation process;
  - iii. Terminate further participation in the evaluation process by a Bidder;
  - iv. Terminate negotiations being conducted with a bidder;
- n. Alter / modify any / some / all of the requirements, as it may be deemed necessary and notify the same on the website / procurement portal before the last date of submission of response under this RFP.
- o. Waive off any requirements of the RFP process at any time before the last date of submission of the bids

- p. Cancel the RFP process at any time prior to award of the contract without thereby incurring any liabilities towards the bidders. Reasons for cancellation, as determined by in its sole discretion by NPS Trust, may include but are not limited to, the following:
- (i) Services contemplated are no longer required;
  - (ii) Scope of work were not adequately or clearly defined due to unforeseen circumstance and/or factors and/or new developments;
  - (iii) The cost of laptops, as proposed by bidder, are not accepted by the bidder at a later stage;
  - (iv) The tender is not in the best interests of NPS Trust;
  - (v) Any other reason as deemed fit by NPS Trust at its discretion.

## **20. MODE OF PAYMENT**

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Payment against Invoice shall be released within 30 days only after receipt, inspection and observance of satisfactory performance of the items. Payment shall be released only after successful supply, installation and submission of Invoice along with Installation report duly certified by the concerned Official of NPS Trust. Payment will be made direct to the bidder by online transfer of payment to bank account only through NEFT / RTGS in the bank account details mentioned in the Invoice. No request for other mode of payment will be entertained. No advance payment will be made in any case.

## **21. GENERAL / OTHER TERMS AND CONDITIONS**

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- a. NPS Trust's notification of award of work order shall constitute a binding contract on the bidder
- b. The bidder will be bound by the details furnished by them to NPS TRUST, while submitting the tender or at subsequent stage. In case, any of such documents furnished by them found to be fictitious at any stage, it would be deemed to be a breach of terms of contract making it liable for legal action besides termination of contract.
- c. In no circumstances, the bidder shall appoint any sub-contractor or sub-lease the contract. If it is found that the bidder has violated these conditions, the contract will be terminated forthwith without any notice and performance security will be forfeited.
- d. All other taxes and levies will be paid by the bidder only. No other charges such as Octroi, packing, forwarding, freight, insurance, loading and unloading, entry tax etc., will be allowed. All these are to be borne by the bidder only.
- e. The goods shall be supplied in original packing from the manufacturer clearly indicating item's Serial No, date, expiry date, price, etc. The packaging, if found open or broken will be replaced with the new product originally packed.
- f. Replacement under warranty/guarantee clause shall be made by the successful bidder, at site, free of all charges.
- g. Prices charged by the successful bidder for the goods delivered under the contract shall not be higher than prices quoted in his bid. Any higher revision in the rates will be borne by the bidder and the benefit of reduction of rates by OEM shall be passed on to NPS Trust by the bidder.
- h. The purchase quantity may vary up-to +/- 25% of the quantity within 6 months on the same cost.

- i. The contract awarded shall be terminated if the bidder indulges in any unfair activities, misrepresentation of facts, submission of improper/forged/fake documents/corrupt practices/ fraudulent practices. In such a case the bidder will be liable to be banned and the performance security will be forfeited.
- j. The bidder shall be responsible for arranging the rejected goods to be removed at his/her cost from premises of NPS Trust

## **22. REPRESENTATION AND WARRANTIES**

Successful Bidder represents and warrants to the NPS TRUST as follows:

- a) It has been duly incorporated in India and is valid as per the existing laws of India.
- b) It shall not violate any proprietary and/ or intellectual property rights of any third party, including without limitation, confidential relationships, patents, trade secrets, copyright and/or any other proprietary rights.
- c) The employees of the successful bidder shall continue to be its employees and work under its discretion and shall not claim any employment from NPS Trust by the virtue of providing the services, irrespective of the location of their work. The payment of salary, benefits and all related taxes for the employees of the respective party will be the sole responsibility of that party only.
- d) Will not contravene any provision of any law, statute, rule or regulation or any order, writ, injunction or decree of any court, governmental instrumentality or Governmental Authority to which it is subject. The signatory to submitting bid has due authority and power in its favour to participate in this bid and bind and such authority and power is still valid and subsisting.
- e) Participation under this bid constitutes legal, valid and binding obligations of a bidder and enforceable in accordance with its terms; and
- f) The execution and delivery of, and the performance of obligations under and in compliance with the provisions of this RFP will not result in: (i) a violation of any terms and conditions of Articles of Association, Memorandum of Association or any other relevant charter documents of respective party whereby the respective Parties are constituted; or (ii) a breach of, or constitute a default under, any instructions to which it is a party or by which it is bound; or (iii) a violation of any law or regulation in any jurisdiction having the force of law or of any order, judgment or decree of any court or governmental agency or agreement to which it is a party or by which it is bound.
- g) Is not misleading NPS Trust in any way;
- h) No litigation, arbitration or administrative proceeding is presently taking place, pending or to the knowledge of the successful bidder threatened against or otherwise involving the successful bidder which could have an adverse effect on its business, assets or financial condition or upon NPS Trust's reputation;
- i) Will immediately notify NPS Trust of the occurrence of any event, fact or circumstance which may cause a material adverse effect on the successful Bidder business, assets or financial condition, or NPS Trust's reputation or render the successful Bidder unable to perform its obligations under the agreement, if any or have a material adverse effect on the evaluation of the responses by Trust; and
- j) Has not and will not seek to influence any decisions of NPS Trust during the evaluation process or engage in any uncompetitive behavior or other practice which may deny legitimate business opportunities to other successful bidders

### **Indemnity**

The bidder shall indemnify, protect and save the Trust and hold the Trust harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings (including attorney fees), relating to or resulting directly or indirectly from:

- a) an act or omission of the bidder, director/ authorized signatory, its agents, or partners of the firm, proprietor etc. in the performance of the services provided by the bidder,
- b) breach of any of the terms of this Request for Proposal or breach of any representation or warranty by the bidder,
- c) infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfil the scope of the work herein Bidder shall further indemnify the Trust against any loss or damage to the Trust's premises or property, Trust's data, loss of life, etc., due to the acts of the bidder's employees, agents or representatives.

### **23. DOCUMENTS TO BE SUBMITTED**

All Documents to be submitted below must be in letter head of the bidder, duly sealed and signed in all pages by the Authorized Signatory of the bidder

- 1) Annexure – I (Technical Bid)
- 2) Annexure- II (Financial Bid)
- 3) Annexure-III (Undertaking)



**ANNEXURE- I TECHNICAL BID**

Date: .....

To

**The General Manager – IT  
NPS Trust, B-14/A, Chatrapati Shivaji Bhawan,  
Qutab Institutional Area, Katwaria Sarai  
New Delhi – 110016**

**Reg: TECHNICAL BID – RFP for Purchase of 26 number of Laptops**

<b>S. No.</b>	<b>Required Details</b>	<b>Response</b>
<b>General Details</b>		
1.	Name of Bidder / Organization	
2.	UTR Number of the EMD	
3.	Postal Address of the bidder	
4.	Telephone, Fax Number, Email Address	
5.	Nature of business / activity	
6.	Whether OEM or authorized Dealer / Distributor	
7.	Number of years in business of supply Laptops	
8.	Website address (if applicable)	
9.	GST Registration No. (if available)	
10.	PAN Number of the proprietor / firm / entity	
11.	Number of Branch Offices (if any)	
12.	Name, Address and Telephone number of the primary contact at bidder's organization for this proposal	
13.	Number of Service Centres (Please enclose State wise Service Centre list)	
<b>Bank Details of the bidder's current account</b>		
1.	Bank Name	

2.	Branch Address	
3.	Account Number	
4.	IFS Code	

**BIDDER ELIGIBILITY CRITERIA**

<b>S. No</b>	<b>Particulars</b>	<b>Required Document</b>	<b>Eligibility (Yes / NO)</b>
1.	Bidder must be a Proprietorship Firm / Partnership Firm / LLP / Company/ Organization.	Registration Document indicating the legal status.	
2.	Should be registered with Income Tax and GST departments.	Self-attested copy of valid registration certificate under GST and PAN Card.	
3.	Bidder shall be OEM or Authorized dealer / distributor of OEM OEM Authorization	Latest Authorization Letter from the principal manufacturers for respective product (OEM) as partner or reseller of OEM, which is active. If dealer / distributor – Authorization certificate or letter from the OEM to the bidder to act as dealer / distributor (Proof of dealership / distributorship)	
5.	The bidder should have at least one (01) years' experience in supplying Laptops / Desktops to a Government / Autonomous Body / PSU organization/Public Sector Trusts.	Copy of the work orders or Completion Certificates issued by your clients	
6.	The Registered Office or one of the Branch Offices of bidder should be located either in Delhi / New Delhi or in National Capital Region	Valid Address Proof as mentioned below with the existence in Delhi Self-attested copy of Telephone bill/ Electricity Bill/ Registered Rent deed supporting the address at Delhi	

7.	The bidder must not have not been blacklisted by the Departments/Ministries of the Govt. of India/Public Sector Undertakings (PSUs)	As per the undertaking format given in Annexure – III, Declaration has to be given.	
8.	The bidders registered with NSIC are exempted from submission of EMD.	Certificate from NSIC mentioning the period of exemption and value.	

<b>LAPTOP SPECIFICATION SUBMISSION BY THE BIDDER</b>					
<b>S.No</b>	<b>Description</b>	<b>Specification for 3 Laptops as per RFP (A)</b>	<b>Specification submitted by the bidder for (A)</b>	<b>Specification for 23 Laptops as per RFP (B)</b>	<b>Specification submitted by the bidder for (B)</b>
1	Brand	Dell / HP	Dell / HP	Dell / HP	Dell / HP
2	Processor	Intel Core i-7 (11 <sup>th</sup> Generation)		Intel Core i-5 (11 <sup>th</sup> Generation)	
3	Operating System	Microsoft Windows 10 Pro 64 bit		Microsoft Windows 10 Pro 64 bit	
4	Memory – RAM	8 GB DDR4 RAM		8 GB DDR4 RAM	
5	Chipset	Integrated with the Processor		Integrated with the Processor	
6	Display	14 Inch FHD (1920 * 1080)		14 Inch FHD (1920 * 1080)	
7	Touch or Non-Touch	Touch		Non Touch	
8	Storage	SSD – 512 GB		SSD – 512 GB	
9	Web Cam, Mic and speakers (Multimedia)	Yes (High quality speakers, Universal audio jack, noise reducing array microphones)		Yes (High quality speakers, Universal audio jack, noise reducing array microphones)	

10	Ports	LAN Port, I/O Ports, USB, HDMI, Headphone, AC Power		LAN Port, I/O Ports, USB, HDMI, Headphone, AC Power	
11	LAN	Ethernet Controller 10 / 100 MBPS or higher		Ethernet Controller 10 / 100 MBPS or higher	
12	Keyboard	Standard with Backlit		Standard with Backlit	
13	Standard Accessories	Power cable, Power Adaptor and Charger, User Manuals etc.		Power cable, Power Adaptor and Charger, User Manuals etc.	
14	Battery Backup	6 Hour Minimum		6 Hour Minimum	
15	Weight with battery	Less than or equal to 2.0 kg		Less than or equal to 2.0 kg	
16	Warranty	03 (Three) year comprehensive warranty with accidental damage		03 (Three) year comprehensive warranty with accidental damage	
17	Certification, BIS Registration, Trusted Platform Enabled	Yes		Yes	
18	Finger Print Enabled	Optional		Optional	
19	Carry Case	OEM backpack bag		OEM backpack bag	
20	Bluetooth	4.0 or higher		4.0 or higher	
21	Wifi Connectivity	Yes		Yes	

22	Software	MS Office 2019 preloaded from OEM		MS Office 2019 preloaded from OEM	
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I/we hereby declare that, we have examined the complete RFP including all Annexures, the receipt of which is hereby duly acknowledged. I/we, the undersigned offer to provide our bid and the other schedules of requirements and services to NPS Trust in conformity to all the clauses in the said RFP for procurement and installation of laptops.

We undertake that in competing for and if the work is allocated to us, in executing the subject work order, we will strictly observe the laws against fraud and corruption in force in India namely 'Prevention of Corruption Act, 1988', and other relevant statutes in this regard.

I/we hereby declare that I/ We have verified the details indicated above and also confirm that all the Information submitted is true to the best of my knowledge.

Name of the proprietor / partner / director:

Name of the firm / organization:

Address of the firm / organization:

(Signature of Authorized Signatory & Seal of the firm / bidder)

Date: .....

**ANNEXURE-II FINANCIAL BID**

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Date: .....

To

**General Manager – IT  
NPS Trust, B-14/A,  
Chatrapati Shivaji Bhawan,  
Qutab Institutional Area, Katwaria Sarai  
New Delhi – 110016**

Sir,

I / we have gone through the tender document, understood it fully and declare that I / we shall abide by the terms and conditions mentioned therein for supply of the items required.

Cost of the *(please specify the brand)*(HP/Dell) as per the specification mentioned in the Para-3 of the RFP document

S.No.	Particulars	Rate per Unit (Rs.) excluding GST (A)	Qty (No of laptops) (B)	Total Rate excluding GST in Rs. (C) = (A * B)	GST (Rs.) (D)	Total (Rs. In figure) E = (C + D)
1.	Cost of 3 laptops with required specifications		3			
2.	Cost of 23 laptops with required specifications		23			
3.	<b>Total (1+2) in Rs.</b>					
	<b>Total in Words:</b>					

Note: The final bid amount mentioned in row no.3 (Total bid amount) shall bereckoned for deciding the L1 bidder.

(Seal and Signature of the Bidder Authorized Signatory)

## ANNEXURE III

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### **UNDERTAKING (TO BE SUBMITTED WITH TECHNICAL BID)**

#### **(In the Letter Head of the Bidder)**

We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP document.

The NPS Trust is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Trust's decision not to accept any such extraneous conditions and deviations will be final and binding on us.

- 1) There is no case with the Police / Court / IRDA / SEBI / Regulatory authorities against the proprietor / firm / partner/company/Directors /employee.
- 2) The \*\*proprietor / partners of the firm / directors of the company have not been suspended / delisted / blacklisted by any other Govt. Ministry / Department / Public Sector Undertaking / Regulator / Autonomous Body / Court etc. during the past 3 years.
- 3) The \*\*proprietor / partners of the firm / directors of the company are not involved in any scam or disciplinary proceedings settled or pending adjudication.
- 4) The \*\*proprietor / partners of the firm / directors of the company are not defaulters of any loan in any bank in India or foreign.
- 5) I hereby undertake and confirm that bidder has understood the scope of work properly and shall comply with the terms of engagement.
- 6) I hereby undertake the bidder has relevant experience in supply, installation and commissioning of Laptops across India.

\*\* strike off whichever is not applicable

(Authorised Signatory)

Seal of the Firm

Name of the authorized person:

Name of the firm:

Address of the firm:

Contact No:

E-mail ID: