



Kerala Startup Mission

G3B, Thejaswini, Technopark Campus
Thiruvananthapuram 695 581
Kerala

TENDER DOCUMENT

KSUM/ET-R/OFFICE/MACLT/21-22 dt 24. 11. 2021

Goals of this Tender

Purchase of laptops for Kerala Startup Mission

Tender Issuing Authority

This tender is issued by the Kerala Startup Mission (KSUM) and selection of bidder through this tender shall be final and KSUM reserves the right to reject any or all the tender received without assigning any specific reason thereof.

Tender Initiator Details:

The Chief Executive Officer,
Kerala Startup Mission
G3B, Thejaswini, Technopark Campus,
Kariyavattom Trivandrum- 695581
Phone: 0471- 2700270
Email: ceo@startupmission.in
Website: www.startupmission.kerala.gov.in

Tentative Calendar of Events

SI No	Milestone	Date & Time
1	Release of Tender	24. 11. 2021
2	Last date for submission of Tender	02. 12. 2021
3	Technical Evaluation of the items	06. 12. 2021

KSUM

Kerala Startup Mission is the nodal agency designated by Government of Kerala for promoting innovation and entrepreneurship in the state. KSUM is headquartered in Technopark, Trivandrum and runs various schemes and programs for the same. As a part of promoting the startups and students working in emerging technologies, KSUM has set up Future Technologies Lab

G3B, Thejaswini, Technopark Campus, Trivandrum, Kerala, India Phone : +91-471-2700270 Fax :+91-471-2700224
www.startupmission.kerala.gov.in

Future Technologies Lab reached a stage to setup up an exclusive lab for extended reality as we are partnering with Unity to set up a Center of Excellence in extended reality.

Item required

ITEM NO	Type	Preferable brand	Preferred RAM	Preferred SSD	Type of ssd	Processor	Screen Size	OS	QTY
1	Laptop	Macbook Air - 3 year warranty	8 GB	256 GB	NVME	Apple M1 chip	13 to 14"	Mac OS 11	1

General Terms & Conditions

1. Eligibility Criteria:

- a) Should be a Firm/Company Incorporated in India.
- b) Bidder should have a fully functional service center with spares stock for attending the breakdown calls. Details of the service center must be provided.

2. Scope of Supply:

- a) The tenders shall be submitted as per the technical specifications as per **Annexure – I**
- b) Submission of the tender implies that these conditions of tender have been read by the tenderer and is aware of the scope of the supply and the quality of the material to be supplied. The final acceptance of the tender rests with the Chief Executive Officer, Kerala Startup Mission who reserves the right to accept or reject any or all tenders without assigning any reason thereof.

3. Submission of bids

The tender should be submitted in two parts as under.

I. Technical Bid

The technical bid shall comprise of the following:

1. Company registration details
2. Company profile
3. Work completion report
4. Copy of GST registration
5. Tender form
6. Annexure 1

II. Financial Bid

- a. BOQ as per the format as given in Annexure II and the rate shall be inclusive of all taxes and duties

Bid submission process through the E-tender procurement portal is explained in the link shown below:

<https://etenders.kerala.gov.in/nicgep/app?page=BiddersManualKit&service=page>

In case of doubts or clarifications please contact Kerala IT Procurement Portal, Tel : 0471 2577088, 2577188.

Tender fee: The tender fee is ₹300 (Rupees Three Hundred Only) (Non -refundable)

Earnest money deposit: The tenderer must pay earnest money along with the tender as given in the notice inviting tenders failing which the tender will be summarily rejected. Earnest Money deposit of ₹1800 (Rupees One Thousand Eight Hundred Only) is to be remitted online with the etender portal. No interest shall be paid by KSUM on the Earnest Money Deposited by the tenderer. The Earnest Money deposited by the successful tenderer will be retained towards the security deposit for the fulfillment of the contract. EMD of unsuccessful bidders will be returned without any interest, directly to their account.

- All details as mentioned in Technical Bid

4. Validity of Tender

- a) The tender shall be valid for a period of two year from the date of opening of the tender.
- b) Tenderer for any reason whatever, withdraws the tender after it is accepted or become unable or fails to execute the orders within stipulated delivery period, KSUM shall be at liberty to cancel the order forthwith and the EMD of the tender in such a case will be forfeited by the KSUM.
- c) No representation for the enhancement of the prices of the accepted tender or alteration of the terms and conditions will be entertained till supplies are completed.
- d) The purchase order for supply items will be released on requirement basis within a period of two year.
- e) The rate shall be valid for a period of 2 years from the date of initial purchase order. The required number of additional laptops may be supplied within one month of the subsequent purchase order.

5. Guarantee of Quality and Warranty of goods supplied:

- a. Guarantee/Warranty and Support and defects liability period-The supplier shall guarantee that all equipment are free from any defects due to the defective materials and poor workmanship, that the equipment are not less than the guaranteed values. The Guarantee shall be valid for the period mentioned against each item above after successful testing and taking over. Any part found defective shall be replaced free of cost by the supplier.

6. Packing

- a. The supplier 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.
- b. 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.

7. Price

- a) The price shall be firm and shall include all applicable taxes and charges. Any variation in the duties, levies etc. during the period of supplies shall be charged to the tenderer account. The rates quoted shall be all inclusive, with the delivery, up to destination i.e. KSUM, Trivandrum.
- b) The Tenderer shall submit the copy of PAN Number, GST Number registration details along with the tender.

8. Delivery

- a. The successful tenderer shall complete supplies strictly within the accepted delivery period. Material ordered by the KSUM shall be delivered to destination securely packed as may be necessary.
- b. The Items shall have to be delivered and installed at KSUM Tvm Office to the satisfaction of the concerned Authority.

9. Payment

The payment will be made by KSUM by e-Transfer to the bank account as mentioned in the bank mandate. The tenderer shall submit the documents, which shall clearly indicate that the Proper Installation & successful Testing of Equipment are done.

10. Service Facility

In order to ensure proper and timely after sales service, contact details with addresses of service center nearest to all over Kerala shall be provided along with the bid.

11. Taxes

Suppliers shall be entirely responsible for all taxes, duties, license fees, octroi, road permits, etc., incurred until delivery of the contracted Goods to the Purchaser.

12. Termination for Default

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

- a. If the supplier fails to deliver any or all of the Goods within the period(s) specified in the order, or within any extension thereof granted by the Purchaser; or
- b. If the Supplier fails to perform any other obligation(s) under the Contract.
- c. If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

□ For the purpose of this Clause:

- a. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- b. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of Borrower, and includes collusive practice among Tenderers(prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition".

In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner, as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such Goods or Services. However, the Supplier shall continue the performance of the contract to the extent not terminated.

13. Claims:

- a. If the material supplied are found to be off size and shape different than those in the accepted offer and are of specifications lower than those stipulated in the accepted offer, KSUM shall have the right to totally reject the goods and/or to prefer a claim for compensation for the part of goods, which are rejected.



- b. The supplier shall reimburse to KSUM, the actual expenditure incurred, on such goods, within 15 (fifteen) days of its demand.
- c. The supplier shall be responsible for arranging the rejected goods to be removed at his/her cost from KSUM, Trivandrum premises.
- d. The supplier shall also compensate for losses, if any, sustained by KSUM due to defective packing and/or wrong marking of the goods.
- e. The rate shall be valid for a period of 2 years from the date of initial purchase order. The required number of additional laptops may be supplied within one month of the subsequent purchase order.
- f. KSUM reserves the right to cancel the tender at any point of time.

14. Performance Security:

The successful tenderer shall deposit an amount equal to 3% of the value of contract inclusive of E.M.D. within 7 days from the date of receipt of Purchase Order as DD payable at Trivandrum, from any Scheduled Bank or Nationalized Bank in favour of Chief Executive Officer, Kerala Start-Up Mission (KSUM) OR the selected tenderer shall deposit an amount equal to 3% of the value of contract towards security deposit as BG from a nationalized or scheduled bank and valid till the end of defects liability period of 12 months in favor of Chief Executive Officer, Kerala Start-Up Mission, G3B, Thejaswini, Technopark Campus, Trivandrum . Bank Guarantee shall be forwarded directly by bank to KSUM. EMD will be forfeited if security deposit is not remitted as mentioned above.

15. Invited rates for the 3 types of laptops as mentioned above along with the tender on condition that the price quoted will be valid for two years and on demand item will be supplied within a month. (In all tenders, there will be clause that KSUM will have the right to cancel the tender at any point of time and that should invariably be included in this tender)

We confirm with our acceptance to the Commercial & General Terms & Conditions Sl. No. 1 to 15 as given above.

Date:

Name, Signature and seal of tenderer



TENDER FORM

The Chief Executive Officer

Kerala Start-Up Mission (Formerly Technopark TBI),
G3B, Thejaswini,
Technopark Campus,
Trivandrum 695581

Dear Sir,

Sub: Bid form

Ref: Tender No.: KSUM/ET-R/OFFICE/MACLT/21-22

1. Having examined the conditions of tender contract, the receipt of which is hereby duly acknowledged. I/we undersigned, offer to supply all hardware & software and execute all works in conformity with tender specifications referred above and also to the said terms & conditions from the sum shown in the commercial bid(s) attached herewith and made part of this bid.
2. I/We undertake, if our Bid is accepted to complete delivery & commissioning of all Items specified in the contract within 3 weeks calculated from the date of issue of your purchase order/LOI.
3. We understand that you are not bound to accept the lowest or any bid, you may receive.
4. I / We affirm that I / We have enclosed the acceptance of all terms and conditions and also all brochures detailing the technical specification of the items quoted by me/us.
5. I / We hereby confirm that all the items supplied are in proper working condition and tested successfully.
6. The tender document for the works mentioned above have been obtained by me from the URL: <http://etenders.kerala.gov.in/nicgep/app> , the official website of Govt of Kerala and I / we hereby certify that I / we have read the entire terms and conditions of the tender document, which shall form part of the contract agreement and I / we shall abide by the conditions / clauses contained therein.
7. My /our GST & PAN Numbers are as follows.
8. GST Registration Number.
9. PAN Number.
10. Dated thisday of..... 201.....
11. Signature of
12. In capacity of
13. Duly authorized to sign the bid for and on behalf of -----
14. Witness 1. -----
15. Signature
16. Witness 2. -----
17. Signature

**Annexure I
Compliance Sheet**

Technical Specification for Apple Laptop

SL NO	Item	Description	Qty	Compliance (Yes/No)	If No, Specify exact specification
1	Laptop	<ul style="list-style-type: none"> • Preferable Brand - Apple - with 3 year warranty • Preferred RAM - 8 GB • Preferred SSD - 256 GB • Type of SSD - NVME • Processor - Apple M1 Chip • OS - Mac OS 11 • Screen Size 13 to 14" 	1		



Instructions to Bidders –e Tender Procedure

Kerala Startup Mission (Formerly Technopark TBI) is a Government of Kerala Undertaking under the administrative control of Department of Information Technology, Government of Kerala. Government of Kerala has decided that the tenders floated by various Public Sector Undertakings are to be switched over to e-Tendering system. Accordingly, Kerala Start-Up Mission will also adopt e-tendering procedure hereafter. The tender is invited in 2 cover system from the registered and eligible firms through e-procurement portal of Government of Kerala (<https://www.etenders.kerala.gov.in>). Prospective bidders willing to participate in this tender shall necessarily register themselves with above mentioned e-procurement portal.

Following Special instructions are being issued to the Vendors for the e-submission of the bids on line through the respective tender site:

- Bidders shall get themselves registered in the Kerala Government e-Procurement System through the portal <https://etenders.kerala.gov.in>
- Digital Signature certificate / registration of Class II/III has to be obtained from one of the authorized Certifying Authorities.
- The registered e-token should be used by the bidder only and should not be misused by others.
- Bidders may submit the bid documents online through the portal <https://etenders.kerala.gov.in>
- Bidders should login to the portal with the user credentials obtained during registration.
- Bidders can upload well in advance, the documents such as certificates, company credentials etc., under relevant option and these can be selected as per tender requirements and then sent along with bid documents during bid submission.
- Bidders can download the tenders from the portal and after downloading the same, the Bidder should go through them carefully and then submit the documents as required.
- Bidders have to upload the filled up price bid format available along with the respective tenders.
- In case any clarification is needed, this may be obtained online through the tender site, or through the contact details. Bidder should also take into account the corrigendum published, if any, before submitting the bids online.

- Bidders should keep ready the bid documents that have to be submitted as indicated in the tender schedule and they should be in PDF/xls. formats. If there is more than one document, they can be clubbed together.
- Bidder should make the EMD and Tender Fee payment through the online facility.
- Bidders shall read the terms & conditions and accept the same to proceed further to submit the bids.
- Bidders have to submit the tender document online well in advance before the prescribed time to avoid any delay or during the submission process.
- After the bid submission, a print out of the acknowledgement number, given by the e-tendering system should be kept as a record of evidence for online submission of bid for the particular tender.
- The Tender Inviting Authority would not be responsible for any sort of delay or other difficulties whatsoever faced during the submission of bids online by the bidders.
- The tendering system will provide a successful bid updation message after uploading all the bid documents & then a bid summary will be shown with the bid no, date & time of submission of the bid with all other relevant details.
- The documents uploaded by the bidders should be digitally signed using the e-token of the bidder and then submitted.
- Bidder should log into the portal well in advance for bid submission so that the bid is submitted on time i.e. on or before the bid submission end time (as per Server System Clock). Bidder would be solely responsible for any such delay on their part.
- Maximum size of any single document that can be uploaded through the portal is 20 MB.
- Bidders 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.
- The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all procedures of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.

- All the data being entered by the bidders would be encrypted to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons during bid submission & also remains so until the time of bid opening. In short, the submitted tender documents become readable only after the tender opening by the authorized personnel.
- The interested bidders can enroll themselves on the portal <https://enters.kerala.gov.in> using the option “Click Here” to Enroll. This enrollment is free at this point of time. Possession of a Valid Class II/III Digital Signature Certificate (DSC) in the form of smart card/e-token in your name is a prerequisite for registration and participating in the bid submission activities through this web site. Digital signature certificate can be obtained from the authorized Certifying Agencies, details of which are available in the web site mentioned above under the link Information about DSC. Please note that the same DSC can be used for participating in other e-tendering also. This is only a one time procedure and would normally be valid for 2 years.
- The portal <https://etenders.kerala.gov.in> has user manuals with detailed guidelines on enrollment and participation in the online bidding process. The user manuals can be downloaded for ready reference.
- The portal <https://enters.kerala.gov.in> has user manuals with detailed guidelines on enrollment and participation in the online bidding process. The user manuals can be downloaded for ready reference.
- Bidders can also attend the training/familiarization programme on e-tendering system conducted by the Kerala Govt Tenders information system in association with NIC at the following address:

Kerala State IT Mission

e-Government Procurement PMU & Helpdesk
Basement floor of Pension Treasury Building, Uppalam Road
Statue, Thiruvananthapuram
Phone: 0471-2577088, 2577188
(On all working days from 10.30am to 5.30pm)

- Bidders may contact the above address and arrange for “Hands on Training”, if needed or also can obtain clarification over phone.
- The bidder should obtain the DSC as above, familiarize with e-tendering process.

3.1.1 e- TENDERING PROCESS

A. ONLINE BIDDER REGISTRATION PROCESS

Bidders should have a Class II or above Digital Signature Certificate (DSC) to be procured from any Registration Authorities (RA) under the Certifying Agency of India. Details of RAs will be available on www.cca.gov.in. Once, the DSC is obtained, bidders have to register on www.etenders.kerala.gov.in website for participating in this tender. Website registration is a one-time process without any registration fees. However, bidders have to procure DSC at their own cost.

Bidders may contact e-Procurement support desk of Kerala State IT Mission over telephone at 0471- 2577088, 2577188, 2577388 or 0484 – 2336006, 2332262 - through email: etendershelp@kerala.gov.in for assistance in this regard.

B. ONLINE TENDER PROCESS:

The tender process shall consist of the following stages:

- i. **Downloading of tender document:** Tender document will be available for free download on www.etenders.kerala.gov.in. However, tender document fees shall be payable at the time of bid submission as stipulated in this tender document.
- ii. **Pre-bid meeting:** Date will be provided in the NIT
- iii. **Publishing of Corrigendum:** All corrigenda shall be published on www.etenders.kerala.gov.in and shall not be available elsewhere.
- iv. **Bid submission:** Bidders have to submit their bids along with supporting documents to support their eligibility, as required in this tender document on www.etenders.kerala.gov.in. No manual submission of bid is allowed and manual bids shall not be accepted under any circumstances.
- v. **Opening of Technical Bid and Bidder short-listing:** The technical bids will be opened, evaluated and shortlisted as per the eligibility and technical qualifications. All documents in support of technical qualifications shall be submitted (online). Failure to submit the documents online will attract disqualification. Bids shortlisted by this process will be taken up for opening the financial bid.
- vi. **Opening of Financial Bids:** Bids of the qualified bidder's shall only be considered for opening and evaluation of the financial bid on the date and time mentioned in critical date's section.

C. DOCUMENTS COMPRISING BID:

- i. **The First Stage** (Pre-Qualification or Technical Cover based on 1cover or 2 cover tender system):
- ii. Pre-Qualification or Technical proposal shall contain the scanned copies of documents proving pre-qualification criteria and other documents as required by Kerala Start-Up Mission:

The department doesn't take any responsibility for any technical snag or failure that has taken place during document upload.

iii. **The Second Stage** (Financial Cover or as per tender cover system):

The Bidder shall complete the Price bid as per format given for download along with this tender.

Note: The blank price bid should be downloaded and saved on bidder's computer without changing file-name otherwise price bid will not get uploaded. The bidder should fill in the details in the same file and upload the same back to the website.

Fixed price: Prices quoted by the Bidder shall be fixed during the bidder's performance of the contract and not subject to variation on any account. A bid submitted with an adjustable/ variable price quotation will be treated as non - responsive and rejected.

D. TENDER DOCUMENT FEES AND EARNEST MONEY DEPOSIT (EMD)

The Bidder shall pay a tender document fees and Earnest Money Deposit or Bid Security as referred in the NIT. Bid security is required to protect the purchaser against risk of Bidder's conduct, which would warrant the forfeiture of security.

Online Payment modes: The tender document fees and EMD can be paid in the following manner through e-Payment facility provided by the e-Procurement system:

- i. **State Bank of India (SBI) Internet Banking:**
- ii. **National Electronic Fund Transfer (NEFT)**
- iii. **Real Time Gross Settlement (RTGS)**

Any transaction charges levied while using any of the above modes of online payment has be borne by the bidder. The supplier/contractor's bid will be evaluated only if payment status against bidder is showing "Success" during bid opening. The bidder has to contact Kerala State IT Mission ,e-Government Procurement PMU & Helpdesk for any clarification regarding the payment procedure. Kerala Start-Up Mission shall not be responsible for any online payment failure.

E. SUBMISSION PROCESS:

For submission of bids, all interested bidders have to register online as explained above in this document. After registration, bidders shall submit their Technical bid and Financial bid online on www.etenders.kerala.gov.in along with online payment of tender document fees and EMD.

For page by page instructions on bid submission process, please visit www.etenders.kerala.gov.in and click "Bidders Manual Kit" link on the home page.

It is necessary to click on "Freeze bid" link/ icon to complete the process of bid submission otherwise the bid will not get submitted online and the same shall not be available for viewing/ opening during bid opening process.