

**Department of Co-operation,  
Government of Sikkim  
along with Sikkim State  
Co-operative Bank Ltd.**



**Request For Proposal (RFP)**

**For**

**“Supply of Hardware Equipments for  
Primary Agriculture Credit Societies (PACS)  
Within Sikkim State and Maintenance of the  
supplied Hardware Equipments for a  
Period of Five (05) Years”**

**(only open for GeM registered bidders)**

**\*GeM - Government e-Marketplace**

**RFP Reference No.: [SISCO/2023/002](#)**

**issued by**

**The Department of Co-operation, Government of Sikkim and  
SIKKIM STATE COOPERATIVE BANK LTD.**

Head Office, Metro Point,  
Tadong, Gangtok, Sikkim

**Contact:** 03592-231005 / +91 70010 57018

**E-mail ID:** headoffice@siscobank.com/agm.humanresources@siscobank.com

**Website:** [www.siscobank.com](http://www.siscobank.com)

## **Disclaimer**

The information contained in this RFP document or provided to Bidder(s), whether verbally or in documentary or any other form, by or on behalf of Sikkim State Co-operative Bank Ltd., hereafter also referred as “The State Nodal Agency”, or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP includes statements, which reflect various assumptions and assessments arrived at by the Co-operation Department, Govt. of Sikkim and Sikkim State Cooperative Bank Ltd. in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for Sikkim State Co-operative Bank Ltd., its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements, and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Co-operation Department, Govt. of Sikkim and Sikkim State Cooperative Bank Ltd. accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed here.

The Co-operation Department, Govt. of Sikkim and Sikkim State Cooperative Bank Ltd., its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder or Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way with pre-qualification of Bidders for participation in the Bidding Process. The Co-operation Department, Govt. of Sikkim and Sikkim State Cooperative Bank Ltd. also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder.

## Glossary

Abbreviations and Acronyms	Description
<b>AMC</b>	Annual Maintenance Contract
<b>BOM/BOQ</b>	Bill of Material/Bill of Quantity
<b>CA</b>	Contract Agreement
<b>COTS</b>	Commercial Off The Shelf Product
<b>EMD</b>	Earnest Money Deposit
<b>FMS</b>	Facilities Management Service Provider
<b>IA</b>	Implementation Agency
<b>IP</b>	Intellectual Property
<b>ISO</b>	International Organisation of Standardization
<b>IT</b>	Information Technology
<b>LAN</b>	Local Area Network
<b>MAF</b>	Manufacturer's Authorization Form
<b>MIS</b>	Management Information System
<b>O&amp;M</b>	Operation and Maintenance
<b>OEM</b>	Original Equipment Manufacturer
<b>OS</b>	Operating System
<b>PACS</b>	Primary Agricultural Credit Societies
<b>PAN</b>	Permanent Account Number
<b>PBG</b>	Performance Bank Guarantee
<b>PC</b>	Personal Computer
<b>RFP</b>	Request For Proposal
<b>SISCO</b>	Sikkim State Cooperative Bank Ltd.
<b>UAT</b>	User Acceptance Test
<b>SLIMC</b>	State Level Implementing and Monitoring Committee

## BID NOTICE

### SIKKIM STATE COOPERATIVE BANK LTD.

Bid No. GEM/2023/B/3537733

Dated: 7<sup>th</sup> June 2023

The Department of Co-operation, Govt. of Sikkim through the SIKKIM STATE COOPERATIVE BANK LTD. invites bids for the work mentioned below. The RFP document can be downloaded from website of Sikkim State co-operative bank Ltd.- [www.siscobank.com](http://www.siscobank.com).

Bidders should have valid **e-Sign/Digital Signature Certificate (DSC)** obtained from any licensed Certifying Authorities (CA). Interested Bidders should follow the “Manuals” available on Sikkim state cooperative bank Ltd website – [www.siscobank.com](http://www.siscobank.com)

The Pre-bid queries, technical and commercial bids shall be submitted online up to the end date & time mentioned below.

SL. No.	Description	RFP Fee (Tender Document Fee)	EMD (Earnest Money Deposit)	Date (T) and time from which Bid Document is available online	Last date & Time for Online Bid Submission	Date & Time for Technical Bid Opening/ Evaluation	Date & Time for Financial Bid Opening/ Evaluation
1	<b>Supply of Hardware Equipments for PACS within Sikkim State &amp; Maintenance for Five (05) Years (only open for GeM registered bidders)</b>	NIL	Rs. 3,50,000/-	<b>T 07.06.2023 (11:00 Hrs)</b>	<b>T + 10 days 17.06.2023 (11:00 Hrs)</b>	<b>T + 10 days 17.06.2023 (11:30 Hrs)</b>	<b>T + 12 days 19.06.2023 (11:30 Hrs)</b>

Note: Last date of payment of Earnest money Deposit (EMD) is 15-05-2023 by 14:00 hrs.

\*T- GeM Bid creation/upload date

The RFP document is available on the official portal of SISCO (Sikkim State Cooperative Bank Ltd.) [www.siscobank.com](http://www.siscobank.com)

However, the bidder shall have to pay Earnest Money Deposit (E.M.D.) through RTGS/NEFT in the account details as below:

A/c Name: Sikkim State Co-operative Bank Ltd.

A/C No: 10145039053010

IFSC: IBKL0108SIC

Nb:- The bidder shall have to pay EMD through RTGS/NEFT only.

Note:- No Exemption shall be allowed for the bidders having standing deposit with Sikkim State Cooperative bank Ltd. The bidders shall have to pay the EMD amount through RTGS/NEFT only.

The Sikkim State Cooperative Bank Ltd. shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFP or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

**The Sikkim State Cooperative bank Ltd. reserves the right to reject all or any of the bid(s) without assigning any reason at any stage.**

Bidders shall note that any corrigendum issued regarding this Tender/bid notice/RFP will be published on the Sikkim State Cooperative bank Ltd. portal [www.siscobank.com](http://www.siscobank.com) only. No corrigendum will be published in the local newspapers. Addendum/Corrigendum, if any, shall be uploaded in the online portal [www.siscobank.com](http://www.siscobank.com)

**Authorised Officer/Head of Office**

## RFP Schedule

S. No.	Particular	Details
1.	Start date of sale of RFP document	<b>07-06-2023 11:00 Hrs</b>
2. *	Last date for Submission of Queries	<b>13-06-2023 14:00 Hrs</b>
3.	Last date for submission of EMD	<b>15-06-2023 14:00 Hrs</b>
4.	Last date and time for BID Submission	<b>17-06-2023 11:00 Hrs</b>
5.	Date and time for opening of Technical bids	<b>17-06-2023 11:30 Hrs</b>
6.	Last date for clarification request by bidders for technical bid evaluation	<b>18-06-2023 11:00 Hrs</b>
7.	Date and time for opening of Commercial bids	<b>19-06-2023 11:30 Hrs</b>
8.	Venue for Bid Opening	Sikkim State Cooperative Bank Ltd. Head Office, Metro Point, Tadong, Gangtok – 737 102 Sikkim

\*The reply in pre bid query SI no. 2 shall be replied by the next day i.e. 14.06.2023 by 11:00 hrs.

## Contents

<b>1. Fact Sheet</b>	9
<b>2. Background Information</b>	10
Basic Information	10
Project Background	10
<b>3. Instructions to the Bidders</b>	11
General	11
Compliant Bids / Completeness of Response	12
Code of Integrity	12
Pre-bid Meeting & Clarifications<<Department may modify the section as per their requirement >>	13
Key Requirements of the Bid	13
Preparation and Submission of Proposal	15
Evaluation Process	16
Right of Publicity	17
<b>4. Criteria for Evaluation</b>	17
Pre-Qualification (PQ) / Eligibility Criteria	17
Technical Qualification Criteria	19
Commercial Bid Evaluation	19
<b>5. Award of Contractor/Supplier</b>	20
Award Criteria	20
Right to Accept Any Proposal and to Reject Any of All Proposal(s)	20
Notification of Award	20
Performance Bank Guarantee (PBG)<<edit the section as per Department Standard>>	20
Signing of Contract	21
Failure to Agree with the Terms and Conditions of the RFP	21
<b>6. Fraud and Corrupt Practices</b>	21
<b>7. Conflict of Interest</b>	22
<b>8. Terms and Conditions: Post Award of Contract</b>	22
Termination Clause	22
Liquidated Damages	24
Acceptance Test	24
Penalty	24
Dispute Resolution Mechanism	24
Notices	25
Force Majeure	25



No Employer-Employee Relationship.....	25
Rights to Visit .....	26
Audit .....	26
Confidentiality.....	<b>Error! Bookmark not defined.</b>
Third Party Rights .....	<b>Error! Bookmark not defined.</b>
Representation and Warranties.....	<b>Error! Bookmark not defined.</b>
<b>9. Details on Scope of Work .....</b>	<b>26</b>
Scope of Work.....	28
Right to Alter Quantities.....	37
<b>10. Packing and Documents .....</b>	<b>38</b>
<b>11. Inspection.....</b>	<b>38</b>
<b>12. Authenticity of Equipment(s) .....</b>	<b>38</b>
<b>13. Limitation of Liability.....</b>	<b>38</b>
<b>14. Confidential.....</b>	<b>39</b>
<b>15. Change in Law and Regulations .....</b>	<b>39</b>
<b>16. Payment Procedures and Terms.....</b>	<b>39</b>
Paying Authorities .....	39
Submission of Bills(Department may update the section as per their requirement).....	39
Deliverables /Timeline /Payment Schedule.....	39
Service Level Agreement (SLA).....	40
<b>17. Appendix 1: Pre-qualification-cum-Technical Bid Templates.....</b>	<b>42</b>
General .....	42
Form 1: Compliance sheet for Pre-Qualification Proposal.....	43
Form 2: Particulars of the Bidder .....	45
Form 3: Manufacturers’ Authorization Form.....	46
Form 4: Undertaking for non-blacklisting.....	47
Form 5: Compliance sheet for Technical Proposal .....	48
Form 6: Letter of Proposal .....	50
Form 7: Undertaking on Authenticity of IT Hardware and Peripheral.....	50
Form 8: Format to share Project details .....	51
Form 9: Technical Bill of Material and Bill of Quantity (To be provided by the Bidder) ...	52
<b>1. Appendix II: Commercial Proposal Templates .....</b>	<b>54</b>
General .....	54
Form 8: Covering Letter.....	54
Form 9: Commercial Bid Template.....	56
<b>2. Appendix III: Other Templates .....</b>	<b>58</b>

Legal & Stationary Charges.....	58
Stamp Duty .....	58
List of Banks .....	58
Performance Security Bank Guarantee Format.....	58
Contract Agreement (CA) Format .....	58
Non-Disclosure Agreement Format.....	58
Irrevocable Undertaking Format.....	63

## 1. Fact Sheet

Clause Reference	Topic
<b>Bid Evaluation</b>	<p>The method of selection is:</p> <p>Round 1: <b>Technical Bid Evaluation</b></p> <p>Round 2: <b>Financial Bid Evaluation</b> of successful bidders who made through Technical Bid Evaluation Round.</p> <p>The <b>L1</b> Bidder of Round 2 shall be awarded the Bid.</p>
<b>Downloading RFP Document</b>	RFP can be downloaded from <b>www.siscobank.com</b> and <b>www.sikkim.gov.in</b> .
<b>Earnest Money Deposit (EMD)</b>	<p>Bidders are required to pay the EMD of <b>₹ 3,50,000/- (Rupees Three Lacs, Fifty Thousand Only/-)</b> through RTGS in the following accounts details:</p> <p><b>A/C Name: Sikkim State Co-operative Bank Ltd.</b>  <b>A/C No: 10145039053010</b>  <b>IFSC: IBKL0108SIC</b></p>
<b>Scope of Work</b>	Procurement is for services linked to Supply and Maintenance of Hardware equipment's for a period of FIVE (05) YEARS. The total project Cost should include cost of hardware, 3 years warranty and 2 Years AMC inclusive of G.S.T.
<b>Language</b>	Proposals should be submitted in the English language only.
<b>Taxes</b>	<p>G.S.T. and other state levies/cess which are not subsumed under GST will be applicable. The bidder must quote the price inclusive of all taxes. It is clearly understood that Sikkim State Cooperative Bank Ltd. will not bear any additional liability towards payment of any Taxes &amp; Duties.</p> <p>Rates accepted by Sikkim State Cooperative Bank Ltd. shall hold good till completion of work and no additional individual claim shall be admissible on account of fluctuations in market rates, increase in taxes/ any other levies/ tolls etc. except that payment/recovery for overall market situation shall be</p>

	made as per price variation. The bidder must quote price in Indian Rupees INR (₹) only.
<b>Bid Validity</b>	The rates quoted in the Bid document shall remain valid till 180 days from the bid submission date.
<b>Submission of Responses</b>	Bidders must upload and submit all the documents through e-mail in the following email ids:- <b>To:</b> <a href="mailto:headoffice@siscobank.com">headoffice@siscobank.com</a> <b>CC:</b> <a href="mailto:agm.humanresources@siscobank.com">agm.humanresources@siscobank.com</a>
<b>Submission of Proposals</b>	This is online process; interested bidders are required to submit the proposal online only by the date and time specified for the RFP. No physical copies will be entertained from the bidders.
<b>Last Date of Submission</b>	Proposals submitted after 17.06.2023 , 11:00 Hrs. will not be accepted.

## 2. Background Information

### Basic Information

- A.** Purchaser invites responses (“Bids”) to this Request for Proposals (“RFP”) from OEMs Agencies/authorized hardware suppliers (“Bidders”) for the provision of Hardware as described in Section of this RFP, “Scope of Work” (“Hardware supply”). Cooperation Department, Government of Sikkim, through the Government of India guidelines has further designated Sikkim State Cooperative Bank Ltd. (SISCO) as the Purchaser for this procurement competition.
- B.** Any contract that may result from this RFP Process will be issued for a term of **FIVE (05) YEARS** which would include the hardware supply, warranty for 3 years and Annual maintenance support for 2 years.
- C.** Proposals must be received not later than time, date and venue mentioned in the Fact Sheet. Proposals that are received after the deadline WILL NOT be considered in this procurement process.

### Project Background

Cooperation Department, Government of Sikkim aspires to transform PACS in the state of Sikkim into viable and sustainable entities. It envisages computerizing **One Hundred and Seven (107) PACS** in Sikkim to ensure transparency, digitization, quality of services and making cooperatives the backbone of rural economic development. The RFP aims to procure hardware required to support the vision of Computerization of PACS.

### About Cooperation Department

Cooperation Department is an institution based Department mandated to organize and promote Cooperative Societies. The primary function of the Cooperation Department is promotion of Cooperative Movement, administration of available capacity and creation of need for cooperative way of life. Besides, the Department also regulates any law and litigation arising in Cooperative Societies due to disputes, conducts audit of cooperatives and periodically provides

management guidelines & such other functions conducive in the attainment of objectives of the department.

Definition of a Cooperative Society: A Cooperative Society is an autonomous organization of persons united voluntarily to meet their common economic, socio and cultural needs and aspirations through a jointly owned and democratically controlled enterprise. Cooperatives are based on the values of self help, self responsibility, democracy, equality and solidarity. The seven principles of cooperatives provide guidance to put their values into practice. These forms of organizations are promoted globally by different polity irrespective of their political ideologies.

### **About SISCO Bank, the purchaser authorized by Cooperation Department, Govt. of Sikkim**

Sikkim State Co-operative Bank Limited also known as SISCO Bank was granted license by the Reserve Bank of India (Lic.No. RPCD.SIK 55-S) for opening the first and the only Co-operative Bank in the State of Sikkim in the year 1997.

Sikkim State Co-operative Bank Ltd (SISCO Bank Ltd) thus started its journey as the Apex State Co-operative Bank on 12/12/1998. The Bank has been working with an objective of safe keeping of deposits of Sikkimese people and providing finance for all kinds of economic activities with special focus on financing of Agriculture and rural sector.

The head office of the Bank is located at Metro Point, Tadong, Gangtok. It presently has a network of 14 branches all over Sikkim along with 14 onsite ATM's and 3 offsite ATM's spread across the State. The Bank is focused on rendering the best banking services to rural and financially excluded population, in addition to providing a host of modern technology driven products and services, competitively at par with other private and nationalized Banks.

All Bank deposits are covered under the insurance scheme offered by Deposit Insurance and Credit Guarantee Corporation of India (DICGC) under DICGC Act 1961.

Aim: Strengthen the affiliates, achieve sustained growth and attain prime position in the banking industry.

## **3. Instructions to the Bidders**

### **General**

- A.** While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders must form their own conclusions about the SI support required. Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to this RFP.
- B.** All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the purchaser on the basis of this RFP
- C.** No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the purchaser. Any notification of preferred Bidder status by the purchaser shall not give rise to any enforceable rights by the Bidder. Purchaser reserves rights to cancel this procurement at any time without any notice and reason.

- D.** This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.

#### Compliant Bids / Completeness of Response

- A.** Bidders are advised to study all instructions, forms, terms, requirements, appendices and other information in the RFP documents carefully. Submission of the bid / proposal shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- B.** Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected. Bidders must:
- I. Comply with all requirements as set out within this RFP.
  - II. Submit the forms as specified in this RFP and respond to each element in the order as set out in this RFP
  - III. Include all supporting documentations specified in this RFP

#### Code of Integrity

- A.** No official of a procuring entity or a bidder shall act in contravention of the codes which includes
- I. prohibition of
    - a. Making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
    - b. Any omission, or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
    - c. Any collusion, bid rigging or anticompetitive behaviour that may impair the transparency, fairness and the progress of the procurement process.
    - d. Improper use of information provided by the procuring entity to the bidder with intent to gain unfair advantage in the procurement process or for personal gain.
    - e. Any financial or business transactions between the bidder and any official of the procuring entity related to RFP or execution process of contract; which can affect the decision of the procuring entity directly or indirectly.
    - f. Any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
    - g. Obstruction of any investigation or auditing of a procurement process.
    - h. Making false declaration or providing false information for participation in a bidding process or to secure a contract;
  - II. Disclosure of conflict of interest.
  - III. Disclosure by the bidder of any previous transgressions made in respect of the provisions of sub-clause (a) with any entity in any country during the last three years or of being debarred by any other procuring entity.
- B.** In case of any reported violations, the procuring entity, after giving a reasonable opportunity of being heard, comes to the conclusion that a bidder or prospective bidder, as the case may be, has contravened the code of integrity, may take appropriate measures.

### C. Pre-bid Clarifications

Any clarifications regarding RFP/Tender document shall be entertained only through the given email [headoffice@siscobank.com](mailto:headoffice@siscobank.com) / [agm.humanresources@siscobank.com](mailto:agm.humanresources@siscobank.com)

in the following format–

Sr. No.	RFP Document Reference (Section)	RFP Document Reference (Sub-section)	RFP Document Reference (s) (RFP Page number)	Content of RFP requiring clarification(s)	Point of clarifications
1					
2					
3					
4					
5					
6					

- I. Purchaser shall not be responsible for ensuring that the Bidders' queries have been received by them. Any requests for clarifications post the indicated date and time may not be entertained by the Purchaser.

### D. Responses to Pre-bid queries and Issue of Corrigendum

- I. Purchaser will endeavor to provide timely response to all queries. However, Purchaser makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does Purchaser undertake to answer all the queries that have been posed by the Bidders.
- II. At any time prior to the last date for receipt of bids, Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum.
- III. The Corrigendum (if any) & clarifications to the queries from all Bidders will be posted on the website [www.siscobank.com](http://www.siscobank.com) by 14.06.2023 at 11:00 Hrs
- IV. Any such corrigendum shall be deemed to be incorporated into this RFP.
- V. In order to provide prospective Bidders reasonable time for taking the corrigendum into account, purchaser may, at its discretion, extend the last date for the receipt of Proposals.

### Key Requirements of the Bid

#### A. Right to Terminate the Process

- I. Purchaser may terminate the RFP process at any time and without assigning any reason. Purchaser makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- II. This RFP does not constitute an offer by Purchaser. The Bidder's participation in this process may result in Purchaser selecting the Bidder to engage towards execution of the contract.

#### B. RFP Document Fee

- I. The RFP/Tender documents have been made available to be downloaded at [www.siscobank.com](http://www.siscobank.com)

**C. Earnest Money Deposit (EMD)**

- I. Bidders shall pay, along with their Bids, EMD amount as mentioned in Fact Sheet, and it shall be paid online only.
- II. In case a bid is submitted without the EMD as mentioned above then purchaser reserves the right to reject the bid without providing opportunity for any further correspondence to the Bidder concerned.
- III. The EMD amount is interest free and will be refundable to the unsuccessful Bidders without any accrued interest on it.
- IV. The EMD may be forfeited in any of the following cases:
  - a. If a Bidder withdraws its bid or increases its quoted prices during the period of bid validity or its extended period, if any
  - b. In the case of a successful Bidder, if the Bidder fails to sign the Contract or to furnish Security Deposit/Performance Bank Guarantee (PBG) within specified time in accordance with the format given in this bid document
  - c. During the bid process, if a Bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization
  - d. During the bid process, if any information is found wrong / manipulated / hidden in the bid.
- V. The decision of purchaser regarding forfeiture of the EMD and rejection of bid shall be final and shall not be called upon question under any circumstances.
- VI. No rejections and forfeiture shall be done in case of curable defects. For non-curable defects the 10% of EMD shall be forfeited and bid will be liable for rejection.

**Note:**

1. **Curable Defect** shall mean shortfalls in submission such as:
    - a. Non-submission of following documents,
      - i. Valid Registration Certificate.
      - ii. Valid Bank Solvency
      - iii. Tax Registration Certificate (GST)
      - iv. Certified Copies of PAN documents and photographs of individuals, owners, etc
      - v. Partnership Deed and any other documents, wherever applicable
      - vi. Undertakings as mentioned in the RFP document.
    - b. No proper submission of experience certificates and other documents, etc.
  2. **Non-curable Defect** shall mean
    - a. Inadequate submission of EMD amount. In case of MSME EMD is exempted.
-

- b. Inadequacy of technical and financial capacity with respect to Eligibility criteria as stipulated in the RFP.

**D. Submission of Responses**

- I. Bidders should submit their responses as per the procedure specified in the manuals published on website [www.ssicobank.com](http://www.ssicobank.com) used for this purpose. Generally, the items to be uploaded on the portal would include all the related documents mentioned in this Model RFP, such as:
  - a.
  - b. EMD Receipt
  - c. Pre-qualification response
  - d. Technical Proposal& Financial Proposal
  - e. Additional certifications/documents Eg. Power of Attorney, CA certificates on turnover, Previous work order, Past project completion certificate from client/statutory auditors, etc.
- II. However, each of the above documents must be uploaded in the format specified for this purpose and as per the specified folder structure in the [www.siscobank.com](http://www.siscobank.com) website.
- III. The bidder must ensure that the bid is digitally signed by the Authorized Signatory of the bidding firm and has been duly submitted (freezed) within the submission timelines. The Purchaser will in no case be responsible if the bid is not submitted online within the specified timelines.
- IV. All the pages of the Proposal document must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bidder's Proposal.
- V. Please Note that Prices should not be indicated in the Pre-Qualification Proposal or Technical Proposal.

**E. Authentication of Bids**

A Proposal should be accompanied by a power-of-attorney / Authorization in the name of the signatory of the Proposal. Copy of the same should be uploaded under the relevant section/folder on the e-Tender portal. Furthermore, the bid must also be submitted online after being digitally signed by an authorized representative of the bidding entity.

**Preparation and Submission of Proposal**

**A. Proposal Preparation Costs**

- I. The Bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by Purchaser to facilitate the evaluation process, and in negotiating a definitive contractor all such activities related to the bid process.
- II. Sikkim State Cooperative Bank Ltd. In no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

**B. Language**



The Proposal should be filled by the Bidders in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. For purposes of interpretation of the documents, the English translation shall govern.

**C. Venue & Deadline for Submission of Proposals**

The response to RFPs must be submitted by the date and time specified in RFP Schedule for the RFP. Any proposal submitted on the portal after the mentioned deadline will not be accepted and hence shall be automatically rejected. Purchaser shall not be responsible for any delay in the submission of the documents.

**D. Late Bids**

- I. Bids submitted after the due date will not be accepted and hence will automatically be rejected. The Purchaser shall not be responsible for any delay in the online submission of the proposal
- II. Bids submitted by telex/telegram/fax/post etc. shall not be considered. No correspondence will be entertained on this matter.

**Evaluation Process**

**A. Evaluation**

- I. Purchaser will evaluate the responses of the Bidders.
- II. Purchaser shall evaluate the responses to the RFP and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.
- III. The decision of the Purchaser in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of evaluation with the Purchaser.
- IV. The Purchaser may ask for meetings with the Bidders to seek clarifications on their proposals.
- V. The Purchaser reserves the right to reject any or all proposals on the basis of any deviations.
- VI. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.
- VII. Purchaser reserves the right to accept or reject any or all the Bids without assigning any reason. Moreover, if no intimation is provided by purchaser, then the documents submitted cannot be deemed as accepted.

**B. Bid Validity**

The offer submitted by the Bidders should be valid for minimum period of 180 days from the date of submission of bid.

**C. Bid Evaluation**

- I. Initial Bid scrutiny will be held and incomplete details as given below will be treated as non-responsive. If Proposals;
  - a. Are not submitted in as specified in the RFP document
  - b. Received without the Letter of Authorization / Power of Attorney
  - c. Are found with suppression of details

- d. With incomplete information, subjective, conditional offers and partial offers submitted
  - e. Submitted without the documents requested in the checklist (Appendix I, II, III)
  - f. Have non-compliance of any of the clauses stipulated in the RFP
  - g. With lesser validity period
- II. All responsive Bids will be considered for further processing as below:
- a. Purchaser will prepare a list of responsive/eligible Bidders, who comply with all the Terms and Conditions of the RFP. All eligible bids will be considered for further evaluation according to the Evaluation process defined in this RFP document. The decision of the Purchaser will be final in this regard.

#### Right of Publicity

Any publicity by the Bidder in which the name of Purchaser is to be used should be done only with the explicit written permission of NABARD/State Government/Sikkim State Co-operative Bank Ltd..

## 4. Criteria for Evaluation

### Pre-Qualification (PQ) / Eligibility Criteria

Sr. No.	Basic Requirement	Specific Requirement	Documents required
1	<b>Legal Entity</b>	The Bidder should be a proprietorship firm, Company registered under the Companies Act, 1956/ Partnership firms registered under the Indian Partnership Act, 1932/Partnership firms registered under Limited Liability Partnerships (registered under LLP Act, 2008). Also, the company should be registered with valid GST no. & having PAN & IT/GST returns of last 3 financial years .	Certificates of incorporation / Partnership Deed/ Trade license/ GST returns  Registration Certificates, PAN Copy and other supporting documents.
2	<b>Average Sales Turnover in Hardware Sales &amp; Maintenance services</b>	Annual average Turnover of the last three financial years (as per the last published Balance sheets), should have a minimum of ₹ 1.50 crores that is <b>generated from Hardware supply</b> and their associated maintenance services, packaged software etc.	Extracts from the audited Balance sheet and Profit & Loss; <b>OR</b> Certificate from the statutory auditor

Sr. No.	Basic Requirement	Specific Requirement	Documents required
3	<b>Net Worth</b>	The net worth of the bidder in the last three financial years should be positive.	CA Certificate with CS's registration number/seal indicating net worth of the firm.
4	<b>Technical Capability</b>	<p>Bidder must have successfully undertaken at least the following numbers IT Hardware supply and associated maintenance services of value specified herein during last three financial years</p> <p>As per Meity Guidelines &lt;&lt;</p> <p>A) One project of similar nature costing not less than the amount equal to 80 – 100% of the estimated value<sup>1</sup> of assignment to be awarded</p> <p>b) Two projects of similar nature costing not less than the amount equal to 50 – 60% of the estimated value<sup>1</sup> of assignment to be awarded</p> <p>c) Three projects of similar nature costing not less than the amount equal to 40-50% of the estimated value<sup>1</sup> of assignment to be awarded&gt;&gt;</p> <p><b>“Similar Nature”</b> is defined as Supply, Installation and maintenance of IT Hardware &amp; system software like Desktop PC, Laptops, Servers, Network &amp; security devices, System Software &amp; Other IT devices amongst others for government/public sector enterprises in India.</p>	<p>Completion Certificates from the client; OR</p> <p>Work Order + Self Certificate of Completion (Certified by the Statutory Auditor); OR</p> <p>Work Order + Phase Completion Certificate from the Client</p> <p>Data to be submitted as per (Form 9).</p>
5	<b>Quality Certification</b>	<ul style="list-style-type: none"> <li>• ISO 9001:2015</li> <li>• ISO 27001</li> </ul>	Copy of Certificates (preferably with QR

Sr. No.	Basic Requirement	Specific Requirement	Documents required
		<ul style="list-style-type: none"> <li>ISO 20000 (desirable)</li> </ul>	code validation for verification purpose)
6	<b>MAF/Letter of authorization from OEM</b>	The Bidder should be an OEM or shall be authorized by OEM by way of MAF. In case of authorized representative, a letter of authorization from original manufacturer must be furnished.	Letter of authorization; as per template provided
7	<b>Local Service Centres</b>	The Bidder should have presence in the state of Sikkim with support centre as well. The Bidder should have technical manpower with experience to provide service at the PACS level where they are located.	Proof of presence in Sikkim. Proof of adequate technical manpower for PACS IT support as and when required.
8	<b>Local Office</b>	The Bidder should have an office at Sikkim along with a local support centre as well. The bidder should have enough technical manpower who can provide service and reach even the farthest PACS in the state of Sikkim.	Rental Agreement/ Utility Bill in the name of the company or Declaration that the office will be set-up within a period of 30 days from the date of issuance of Letter of Intent.
9	<b>Blacklisting</b>	The Bidder should not have been blacklisted by any Central/State Government Organization or Department in India at the time of submission of the bid.	Declaration by the Bidder as per format given in the bid document

### Technical Qualification Criteria

- a. Bidders who meet the Technical requirements at Round 01 (Technical Bid Evaluation) would be considered as qualified to move to the next stage of Round 02 (Financial Bid Evaluation) and Bids not meeting the technical criteria shall be eliminated without assigning a reason thereof.
- b. The Product offered should meet all the technical and functional specifications given in the section "Scope of Work". Non-compliance to any of the technical and functional specification will attract rejection of the proposal.
- c. Response except 'Y' or 'N' is not acceptable. If any Bidder provides response other than 'Y' or 'N' the same will be treated as **Not Available**.
- d. Bidders, whose bids are responsive, based on minimum qualification criteria would be considered technically qualified.

### Commercial Bid Evaluation

- a. The Financial Bids of technically qualified Bidders will be opened on the prescribed date.

- b. The Bidders, who have made through the Technical Evaluation round shall be evaluated in Financial round and the Lowest Commercial bid upon fulfilling the criteria for evaluation shall be selected as the L1 and shall be called for further process leading to the award of the contract.
- c. Only fixed price financial bids indicating total price inclusive of taxes for all the deliverables and services specified in this bid document will be considered.
- d. The bid price will include all taxes and levies and shall be in Indian Rupees.
- e. Any conditional bid would be rejected.
- f. Errors & Rectification: Arithmetical errors will be rectified on the following basis: "If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail"

## 5. Award of Contractor/Supplier

### Award Criteria

Purchaser will award the Contract to the successful Bidder whose proposal has been determined to be substantially responsive and has been determined as the most responsive bids as per the process outlined above. **Before the award of work order/purchase order, the L1 bidder may be brought to negotiating term if the bid value surpasses the approved project cost.**

### Right to Accept Any Proposal and to Reject Any of All Proposal(s)

Purchaser reserves the right to accept or reject any proposal, and to annul the bidding process / Public procurement process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for Purchaser action.

### Notification of Award

Prior to the expiration of the validity period, Purchaser will notify the successful Bidder through email, that its proposal has been accepted. In case the bidding process/ public procurement process has not been completed within the stipulated period, Purchaser, may like to request the Bidders to extend the validity period of the bid.

#### A. Performance Bank Guarantee (PBG)

- B. The Purchaser will require the selected Bidder to provide a Performance Bank Guarantee as per format mentioned in RFP from the list of approved nationalised Bank mentioned in RFP, within **28 days** from the Notification of award, for a value equivalent to **10%** of the total contract cost.
- C. All charges whatsoever such as premium, commission, Stamp Duty etc. with respect to the Bank Guarantee shall be borne by the Bidder.
- D. The Performance Bank Guarantee should be valid for a period of **66 months**. The Performance Guarantee shall be kept valid till completion of the project and the maintenance period of FIVE (05) YEARS which is estimated to 66 months.

- E.** The Performance Guarantee shall contain a claim period of three months from the last date of validity. The selected Bidder shall be responsible for extending the validity date and claim.
- F.** The Bank Guarantee may be discharged/ returned by Purchaser after completion of Contract period of 5 years and 6 months. However, no interest shall be payable on the Bank Guarantee.
- G.** In the event of the Bidder being unable to service the contract for whatever reason, purchaser would evoke the BG. Notwithstanding and without prejudice to any rights whatsoever of purchaser under the Contract in the matter, the proceeds of the BG shall be payable to purchaser as compensation for any loss resulting from the Bidder's failure to complete its obligations under the Contract. Purchaser shall notify the Bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Bidder is in default.
- H.** Purchaser shall also be entitled to make recoveries from the Bidder's bills, bank guarantee, or from any other amount due to the Bidder, the equivalent value of any payment made to the Bidder due to inadvertence, error, collusion, misconstruction or misstatement.

#### Signing of Contract

Post submission of Performance Guarantee by the successful Bidder, Purchaser shall enter into a contract, incorporating all clauses of RFP, pre-bid clarifications and the proposal of the Bidder between Purchaser and the successful Bidder.

#### Failure to Agree with the Terms and Conditions of the RFP

- A.** Failure of the successful Bidder to agree with the Draft Legal Agreement and Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event Purchaser may award the contract to the next best value Bidder or call for new proposals from the interested Bidders.
- B.** In such a case, the Purchaser shall invoke the PBG of the responsive Bidder.

## 6. Fraud and Corrupt Practices

The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Purchaser shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the Purchaser shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Bidder's Proposal.

Without prejudice to the rights of the Purchaser under Clause above and the rights and remedies which the Purchaser may have under the LOI or the Agreement, if a Bidder or Systems Implementation Agency, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOI or the execution of the Agreement, such

Bidder or Hardware Supplier shall not be eligible to participate in any bid or RFP issued by the Purchaser during a period of 2 (two) years from the date such Bidder or Hardware Supplier, as the case may be, is found by the Purchaser to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:

- A. “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Purchaser who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOI or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Purchaser, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Purchaser in relation to any matter concerning the Project;
- B. “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- C. “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
- D. “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by Purchaser with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- E. “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

## 7. Conflict of Interest

The Vendor shall disclose to Purchaser in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Vendor the Bidder’s team) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.

A bidder may be considered to be in a conflict of interest if the bidder or any of its affiliates participated as a consultant in the preparation of the solicitation documents/RFP for the procurement of the goods and services that are the subject matter of the bid.

## 8. Terms and Conditions: Post Award of Contract

### Termination Clause

- A. **Right to Terminate the Process**

Purchaser reserves the right to cancel the contract placed on the selected Bidder and recover expenditure incurred by Purchaser under the following circumstances:

- I. The selected Bidder commits a breach of any of the terms and conditions of the bid.
- II. The Bidder goes into liquidation, voluntarily or otherwise.
- III. If the selected Bidder fails to complete the assignment as per the time lines prescribed in the RFP and the extension if any allowed, it will be a breach of contract. The Purchaser reserves its right to cancel the order in the event of delay and forfeit the bid security (EMD) as liquidated damages for the delay.
- IV. If deductions of account of liquidated damages exceeds more than 10% of the total contract price.
- V. In case the selected Bidder fails to deliver the quantity as stipulated in the delivery schedule, Purchaser reserves the right to procure the same or similar product from alternate sources at the risk, cost and responsibility of the selected Bidder.
- VI. After award of the contract, if the selected Bidder does not perform satisfactorily or delays execution of the contract, Purchaser reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the selected Bidder is bound to make good the additional expenditure, which Purchaser may have to incur in executing the balance contract. This clause is applicable, if for any reason, the contract is cancelled.
- VII. Purchaser reserves the right to recover any dues payable by the selected Bidder from any amount outstanding to the credit of the selected Bidder, including the pending bills and/or invoking the bank guarantee under this contract.

**B. Consequences of Termination**

- I. In the event of termination of the Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise], Purchaser shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Vendor shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor Vendor to take over the obligations of the erstwhile Vendor in relation to the execution/continued execution of the scope of the Contract.
- II. Nothing herein shall restrict the right of Purchaser to invoke the Purchaser Guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available Purchaser under law or otherwise.
- III. The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly



or by implication intended to come into or continue in force on or after such termination.

#### Liquidated Damages

- A.** Notwithstanding Purchaser's right to cancel the order, liquidated damages for late delivery at 1% (One percent) of the undelivered portion of order value per week will be charged for every week's delay in the specified delivery schedule subject to a maximum of 10% of the value of the order value. For e.g. If Server is delivered but delivery of power cord, to be supplied along with Server, is delayed then LD would be calculated on the total cost of the Server and not on the cost of the power cord alone.
- B.** Liquidated damages for late commissioning at 1% (One percent) of the order value per week will be charged for every week's delay in commissioning to a maximum of 10% of the value of the order value.
- C.** Please note that the above LD for delay in delivery and delay in commissioning are independent of each other and shall be levied as the case may be.
- D.** Purchaser reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by Purchaser to the Bidder. Liquidated damages will be calculated on per week basis.

#### Acceptance Test

- A.** The selected Bidder in presence of the Purchaser authorized officials will conduct acceptance test at the site. The test will involve installation and commissioning and successful operation of the hardware/ software /communication equipment etc.No additional charges shall be payable by the Purchaser for carrying out these acceptance tests.

#### Penalty

- A.** The Bidder shall perform its obligations under the Agreement entered into with the Purchaser, in a professional manner.
- B.** In the event of failure of maintaining performance metrics specified in the SLA, penalties as defined in the SLA would be levied per payment milestone period subject to a maximum of 10% of the payment for that period.
- C.** If the SLA penalty is over and above the LD capping then the cumulative capping for LD & SLA Penalty shall not exceed 10% of the Total Contract Cost.
- D.** Purchaser may recover such amount of penalty from the associated payments of the same project being released to the implementing agency

#### Dispute Resolution Mechanism

The Bidder and the Purchaser shall endeavor their best to amicably settle all disputes arising out of or in connection with the Contract in the following manner:

- A.** In case a Party is of the opinion that a dispute has arisen under this agreement, the Party shall notify the other Party Of the detailed nature of the dispute, the right or obligation under this Agreement to which the dispute relates, and the relief sought by the Party raising the dispute

- B.** The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.
- C.** The matter will be referred for negotiation between Purchaser and the Authorized Official of the Bidder. The matter shall then be resolved between them and the agreed course of action documented within a further period of 15 days.
- D.** The Parties shall in the first instance attempt to resolve the dispute in good faith. In case, the Parties are unable to resolve the dispute, the matter shall be referred to the Higher Authorities of Purchaser.

### Notices

Notice or other communications given or required to be given under the contract shall be in writing and shall be e-mailed followed by hand-delivery with acknowledgement thereof, or transmitted by pre-paid registered post or courier. Any notice or other communication shall be deemed to have been validly given on date of delivery if hand delivered & if sent by registered post than on expiry of seven days from the date of posting.

### Force Majeure

Force Majeure is herein defined as any cause, which is beyond the control of the selected Bidder or Purchaser as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:

- A.** Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics
- B.** Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos
- C.** Terrorist attack, public unrest in work area provided either party shall within 10 days from occurrence of such a cause, notifies the other in writing of such causes. The Bidder or Purchaser shall not be liable for delay in performing his/her obligations resulting from any force majeure cause as referred to and/or defined above. Any delay beyond 30 days shall lead to termination of contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the contract.

### No Employer-Employee Relationship

The selected bidder during the term of the contract and for a period of five years thereafter shall not without the express written consent of Purchaser, directly or indirectly:-

- Recruit, hire, appoint or engage or attempt to recruit, hire, appoint or engage or discuss employment with or otherwise utilize the services of any person who has been an employee or associate or engaged in any capacity, by Purchaser in rendering the services in relation to the contract; or
- Induce any person who shall have been an employee or associate of Purchaser at any time to terminate his / her relationship with NABARD/State Government.

8.9.1 Staff deployed by the vendor shall never be deemed to be appointed by the Purchaser nor shall they be governed by Purchaser's service conditions. The vendor should ensure statutory and regulatory compliance towards ESIC, EPFO, minimum wage requirements with regard to such staff as may be applicable from time to time.

#### Rights to Visit

All records of the vendor with respect to any matters covered by this tender document/ subsequent order shall be made available to Purchaser or its designees at any time during normal business hours, as often as Purchaser deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

Purchaser, reserves the right to verify, through their officials or such other persons as Purchaser may authorize, the progress of the project at the site of the vendor or where the services are being rendered by the vendor. The vendor will have to cooperate with the authorized representative/s of Purchaser and will have to provide all information/ documents required by Purchaser.

The right to visit under these clauses shall be restricted to files related to this assignment. Visit shall be conducted during normal business hours and on normal working days after informing the vendor in advance.

#### Audit

The vendor/bidder shall allow purchaser., its authorized personnel, its auditors (internal and external), authorized personnel from RBI / other regulatory & statutory authorities, and grant unrestricted right to inspect and audit its books and accounts, to provide copies of any audit or review reports and findings made on the service provider, directly related to the services.

In case any of the services are further outsourced/ assigned/ subcontracted to other vendors, it will be the responsibility of the vendor to ensure that the authorities /officials as mentioned above are allowed access to all the related places, for inspection and verification.

Audit under this clause shall be restricted to physical files related to the arrangement. Audit shall be conducted during normal business hours and on normal working days after informing the vendor in advance.

#### Confidentiality

Information provided under this RFP and subsequent agreement, if any, is confidential and neither party shall at any time, either during the association or at any time thereafter, divulge either directly or indirectly to any person, firm or company, business entity, or other organization whatsoever.

### Third Party Rights

No provision of the RFP and the agreement that may be entered into is intended to, or shall, confer any rights on a third-party beneficiary or other rights or remedies upon any person other than the parties hereto; nor impose any obligations on the part of the parties to the agreement towards any third parties.

### Representation and Warranties

In order to induce Purchaser the vendor shall be deemed to have represented and warranted as follows:

That the vendor is a company which meets the requisite eligibility qualifications mentioned in RFP, and it has power and the authority to enter into agreement and provide the services, deliver sought by Purchaser.

That the vendor is not involved in any major litigation, potential, threatened and existing, that may have an impact of affecting or compromising the performance and delivery of services, systems.

That the representations made by the vendor in its bid shall be deemed to continue to remain true and the vendor continues to fulfil the requirements as are necessary for executing the duties, obligations and responsibilities as laid down in the RFP, unless Purchaser in writing specifies to the contrary, the vendor shall be bound by all the terms of the bid.

That the vendor has the professional skills, personnel and resources / authorizations that are necessary for providing services as are necessary to perform its obligations under the bid and the agreement.

That the vendor shall ensure that all assets including but not limited to databases, documents, etc. deployed and created during the term of the agreement are duly maintained and suitably updated, upgraded, replaced or substituted with regard to contemporary and statutory requirements. That the vendor shall procure all the necessary permissions, adequate approvals and licenses for use of various software and any copyrighted process / product free from all claims, titles, interests and liens thereon and shall keep Purchaser, its directors, officers, employees, representatives, consultants and agents indemnified in relation thereto.

That all the representations and warranties as have been made by the vendor with respect to its bid and agreement are true and correct, and shall continue to remain true and correct throughout the term thereof.

That the execution of the services herein is and shall be in accordance and in compliance with all applicable laws as amended from time to time and the regulatory framework governing the same.

That there are no legal proceedings pending or threatened against vendor or its team which adversely affect/may affect performance under this agreement; and no inquiries or investigations have been threatened, commenced or pending against the vendor or its team members by any statutory or regulatory or investigative agencies.

That the vendor has the corporate power to execute, deliver and perform the terms and provisions of the agreement and has taken all necessary corporate actions, consents and approvals to authorize the execution, delivery and performance by it of the agreement.

That neither the execution and delivery by the vendor of the agreement nor the vendor's compliance with or performance of the terms and provisions of the agreement (i) will contravene any provision of any applicable law or any order, writ, injunction or decree of any court or governmental authority binding on the vendor, (ii) will conflict or be inconsistent with or result in any breach of any of the terms, covenants, conditions or provisions of, or constitute a default under any agreement, contract or instrument to which the vendor is a party or by which it or any of its property or assets is bound or to which it may be subject or

(iii) will violate any provision of the Memorandum and Articles of Association of the vendor.

## 9. Details on Scope of Work

### Scope of Work

The Co-operation Department, Govt. of Sikkim and the Sikkim State Cooperative Bank Ltd. wishes to engage an agency (hereafter referred to as "Service Provider", "Selected Agency", "Vendor", and "Bidder") for a period of 5 years for the Supply of Hardware equipment's for PACS located in Sikkim according to the requirements, specifications, and bill of quantities in the bid document. Operations & Maintenance Period (O&M) is considered for a period of **5 years** (from the date of issuance of Purchase Order/Supply of Material).

The high-level scope of work comprises of below listed activities:

1. Supply and Maintenance of hardware for PACS as per the table given below. The Bidder must quote the rate in the BoQ Spreadsheet available online with this bid.
2. The bidder shall consider IT Infrastructure Installation and Warranty for 3 years and 2 years AMC from the date of supply of material.
3. The Bidder has to quote the rate in the BoQ Spreadsheet available online with this bid.

The value of the hardware discover in this bid will be valid for 1 year from the date of issue and the Department of Co-operation, Govt. of Sikkim/ Sikkim State Co-operative Bank Ltd. may release the purchase order to the bidder in any month during this one (1) year.

The bidder has to supply equipment's, including

- 3-years comprehensive on site-warranty.
- 2-years AMC on-site support after end of warranty period.
- License and support if required for any device.
  - All items need to be delivered at the location communicated by the Organisation/Department within a period agreed with the Organisation/Department.

Equipment bid shall be new, current models manufactured with 100% new OEM parts. All products should be offered in current production as of the date of the award. For purpose of this contract

“current production” shall mean that the equipment model is being manufactured as new equipment for the Indian market. Refurbished equipment is not acceptable.

All equipment ordered as stated in the RFP must be shipped fully configured with the required memory, components, and selected or specified operating system.

Product cannot change or be upgraded during the entire lifecycle period for any reason other than end-of-life issues (e.g., swapping of processor, motherboard, etc. is prohibited). If a product will be discontinued within the given refresh period, Purchaser must be notified in writing, **before** the refresh period begins, with an explanation of when and why the change will be necessary. An exception process is available for circumstances that affect all manufacturers (e.g., natural disaster affecting production or shipping).

**9.2 Location of PACS where the Hardware equipment’s are to be installed to be updated by Department.**

SN	Name of PACS	PACS Unique ID	Address	Name of the Contact Person	Contact No.
1	ARITHANG CHONGRANG	1161309600001	ARITHANG CHONGRANG GPU, GYALSHING DISTRICT - 737111	NANDA KR. DAHAL	80014-27607
2	CHINGTHANG	1161309600006	CHINGTHANG GPU, GYALSHING DISTRICT. PO KALUK- 737111	DAWKIT BHUTIA	73848-69917
3	DARAP	1161309600010	DARAP SINGPHENG GPU, GYALSHING DISTRICT- 737113	DR SUBBA	97331-49481
4	DENTAM	1161309600011	DENTAM BAZAR, GYALSHING DISTRICT – 737111	PRATAP GURUNG	80161-54558
5	GERETHANG	1161309600016	GERETHANG LABING GPU, GYALSHING DISTRICT – 737111	SHIVA DAHAL	94740-57974
6	GYALSING OMCHUNG	1161309600017	LOWER OMCHUNG, GYALSHING DISTRICT – 737111	KHARKA BR. CHETTRI	97333-34982
7	HEE PATAL	1161309600018	HEE BAZAR, HEE GPU, GYALSHING DISTRICT – 737111	LEELA CHETTRI	75859-95452
8	GYALSHING KYONGSA	1161309600024	MIDDLE KYONGSA, TIKJUK	KAMAL NEROLA	97759-72173

			KYONGSA GPU, GYALSHING DISTRICT – 737111		
9	LINGCHOM TIKJEK	1161309600025	LINGCHOM , GYALSHING DISTRICT – 737111	BISHNU PRASHAD SHARMA	77193-16028
10	SINGYANG CHUMBONG	1161309600044	SINGYANG, GYALSHING DISTRICT – 737111	KRISHNA KUMAR KHARDKA	97332-05963
11	SARDONG LUNGZIK	1161309600041	SARDONG , GYALSHING DISTRICT – 737111	RAJEN GURUNG	83481-68006
12	TASHIDING	1161309600049	TASHIDING BAZAR, GYALSHING DISTRICT – 737111	BISWAJIT GUPTA	97330-99453
13	YUKSOM	1161309600055	YUKSOM, GYALSHING DISTRICT- 737113	PURNA BDR PRADHAN	97333-91439
14	BONGTEN SAPONG	1161309600003	BONGTEN, GYALSHING DISTRICT – 737113	PHURBA TSH BHUTIA	97333-67186
15	MANEYBONG SOPAKHA	1161309600046	MANEYBONG, GYALSHING DISTRICT – 737113	PURUSHOTAM PRADHAN	97331-37826
16	Bikmat MPCs Ltd	1160309600005	TANZI BIKMAT GPU, NAMTHANG, NAMCHI DISTRICT – 737126	Mr. Nar Kumar Chettri	90025-27198 / 99079-38310
17	Chuba Perbing MPCS Ltd	1160309600006	Chuba Phong GPU, Namthang, Namchi District – 737126	Mr. T.N. Dahal	96098-65493
18	Kitam MPCs Ltd	1160309600012	Kitam Manpur GPU, Namchi District - 737126	Mr. Milan Pradhan	97349-49288
19	Mamley Kamrang MPCS Ltd	1160309600009	Mamley Kamrang GPU, Namchi District - 737126	Mr. Prem Pradhan	78728-90938
20	Melli MPCs Ltd	1160309600017	Mellidara Paiyong GPU, Melli, Namchi District – 737128	Mr. Bijay Tamang	84363-09157
21	Rateypani MPCs Ltd	1160309600029	Rateypani GPU, Rateypani, Namthang, Namchi District – 737126	Mr. HB. Rai	86706-32710
22	Rong Bull MPCs Ltd	1160309600031	Rongbull, Namchi District - 737126	Mr. MK. Rai	89263-18328
30   Page					

23	Sadam MPCs Ltd	1160309600032	Sadam Suntaley GPU, Sadam, Namchi District – 737128	Mr. Bal Kumar Pradhan	96098-75659
24	Salghari MPCs Ltd	1160309600033	Salghari GPU, PO Jorethang, Namchi District - 737126	Mr. Tirtha Manger	96097-32767
25	Samatar Denchung MPCs Ltd	1160309600034	Poklok Denchung GPU, PO Jorethang, Nachi District - 737126	Mr. Ganga Sigdel	90025-23091
26	Sumbuk Kartikey MPCs Ltd	1160309600038	Sumbuk Kartikey GPU, Namchi District - 737128	Mr. Suresh Kumar Sharma	62946-34554
27	Tinik Chisopani MPCs Ltd	1160309600043	Tinik Chisopani GPU, PO Jorethang, Namchi District - 737126	Mr. Tika Ram Chettri	97359-45228
28	Wok MPCs Ltd	1160309600047	Wok Omchu GPU, Sikkip Block, Namchi District – 737126	Mrs. Chenga Sherpa	73650-50483
29	Mickhola MPCs Ltd	1160309600019	Mickhola Boomtar GPU, Namchi District – 737126	Mr. Beeki Rai	97332-27819
30	Tingrithang MPCs Ltd	1160309600042	Tingrithang GPU, Namchi District – 737126	Mr. Dawa Tshering Lepcha	9593281994
31	Barfung Zarrong MPCs Ltd	1160309600002	Barfung Zarrong, Ravangla, Namchi District - 737139	Lha Tsh. Bhutia	7872893102
32	Ben Namrick MPCs Ltd	1160309600003	1st Ben Namprick, Temi, Namchi District- 737139	Dil Kr. Rai	9647782316
33	Bermiok MPCs Ltd	1160309600004	13th BERMOIK Tokal, Temi, Namchi District – 737139	Kishor Singh Chettri	8436609590
34	Kaw Payong MPCs Ltd	1160309600024	Kaw Payong, Yangang, Namchi District - 737128	Kuber Timsina	97331866321
35	Lingee MPCs Ltd	1160309600014	Lingee, Yangang Block, Namchi District- 737139	Mr. Tamyang Lepcha	9593984072
36	Lingmoo MPCs Ltd	1160309600015	Lingmoo, Yangang, Ravangla Sub - Division, Namchi District- 737134	Anil Nepal	9832332123
37	Legship Hingdam MPCs Ltd	1160309600013	Legship, Ravangla, Namchi District - 737111	Amber Gurung	9733195652
38	Niya Manzing MPCs Ltd	1160309600023	Niya mangzing, Yangang, Namchi District - 737134	M.K. Khanal	9733018349
39	Polok Borong MPCs Ltd	1160309600026	Borong Phamtam GPU, Namchi District - 737126	Tika Lal Sharma	9647874259



40	Rabong Sangmoo MPCs Ltd	1160309600030	Rabong, Yangang, Namchi District – 737139	Bishnu Chettri	8927928363
41	Ralong MPCs Ltd	1160309600027	Ralong Namlung, Ravangla, Namchi District - 737139	Kishore Sharma	7363970868
42	Sanganath MPCs Ltd	1160309600035	Namphing Chalamthang GPU, Temi, Namchi District- 737126	Gajit Man Rai	9733158374
43	Tarku MPCs Ltd	1160309600039	Tarku, Temi, Namchi District – 737139	Damanti Chettri	6294791979
44	Tingmoo MPCs Ltd	1160309600041	Tingmoo, Namchi District- 737139	Pritam	97490-52391
45	Yangyang MPCs Ltd	1160309600048	Yangang Bazar, Namchi District – 737139	Mr. Deo Kr. Rai	9593979545
46	Buriakhop MPCs Ltd	1161309600004	Buriakhop, Daramdin Block , Soreng District- 737121	Rajen Chettri	8016195760
47	Daramdin MPCs Ltd	1161309600009	Daramdin, Soreng District- 737121	Ratan Kumar Pradhan	6295949892
48	Deythang Parengaon MPCs Ltd	1161309600012	Deythang, Rinchenpong Block, Soreng District - 737121	Chabilal Sharma	9593370110
49	Dodak MPCs Ltd	1161309600015	Dodak, Soreng District - 737121	T.B Subba	9883977015
50	Malbasey Ridhang MPCs Ltd	1161309600027	Malbasey, Soreng District - 737121	Suraj Rai	8001869872
51	Okhrey MPCs Ltd	1161309600009	Okhrey, Daramdin Block, Soreng District - 737121	Lopsang Bhutia	9593285978
52	Siktam Tikpur MPCs Ltd	1161309600042	Siktam Tikpur, Soreng District – 737121	Sujan Rai	8509341188
53	Singling MPCs Ltd	1161309600043	Singling, Soreng District - 737121	Nehru Chettri	9733260893
54	Tadong Rinchenpong MPCs Ltd	1161309600019	Tadong Rinchenpong, Kaluk Block – 737113	Agni Prasad Basnett	9733358843
55	Timburbong MPCs Ltd	1161309600052	Timburbong, Soreng District – 737121	Hem Lata Dahal	9647859795
56	Aho Yangtam MPCs Ltd.	1158309600001	Aho Yangtam GPU, Pakyong District - 737135	Shri. Hari Psd. Sharma	6294672102
57	Amba Mamring MPCs Ltd.	1158309600002	Amba GPU near Amba SSS, Pakyong District – 737133	Shri Durga Adhikari	9382237564
58	Assam Lingzey MPCs Ltd	1158309600003	Assam Lingzey near Assam Lingzey SSS, Pakyong District –	Shri. Binod Rai	9775981098

			737135		
59	Barapathing MPCs Ltd.	1158309600004	Barapathing, Pakyong District – 737131	TsherinG Bhutia	81672-38889
60	Central Pendam	1158309600006	Central Pendam, Pakyong District – 737132	Shri. Ujjwal Pradhan	8016259995
61	Chujachen MPCs Ltd.	1158309600007	Chujachen, Regu Block, Pakyong District - 737131	Khem Prasad Sharma	8972451076
62	Dalapchand MPCs Ltd.	1158309600008	Chujachen, Regu Block, Pakyong District - 737131	Shekar Rai	8670986541
63	Dikling Pacheykhani MPCs Ltd.	1158309600009	Chalamthang Pacheykhani GPU, Pakyong District – 737106	Shri. Deepak Pradhan	8016886651
64	Lingtam MPCs Ltd.	1158309600014	Lingtam phadamchen, Regu, Rongli, Pakyong District – 737131	Dawa Lakapa Sherpa	8597108277
65	Middle Aritar MPCs Ltd.	1158309600019	Middle Aritar, Rhenock Block, Pakyong District – 737133	Susma Gurung(Chettri)	9609896202
66	Namcheybong MPCs Ltd.	1158309600020	Namcheybong, Pakyong District – 737106	Shri. Ashish Subedi	9593772160
67	North Regu MPCs Ltd.	1158309600023	Regu , Rongli, Pakyong District – 737131	Lalita Rai	9800754509
68	Pachey Samsing MPCs Ltd.	1158309600024	Pachey near Pachey SSS, Pakyong District – 737106	Shri. Mingyur Bhutia	8436233337
69	Padamchey MPCs Ltd.	1158309600025	East Pendam GPU, Padamchey, Pakyong District – 737132	Shri. Punya Psd. Sharma	7908941039
70	Pakyong MPCs Ltd.	1158309600026	Pakyong Bazar, Pakyong District – 737106	Shri. Mani Kumar Tamang	8001715937
71	Premlakha MPCs Ltd.	1158309600027	Premlakha Subaneydara, Rongli, Pakyong District - 737131	Sanjay Manger	7047917545
72	Rhenock MPCs Ltd.	1158309600031	Rhenock Bazar, Pakyong District – 737133	Ghanashyam Sharma	7548953516
73	Riwa Machong MPCs Ltd.	1158309600016	Machong , Parakha Block, Pakyong District – 737131	Shri. Zigmee Bhutia	9933745007
74	Rolep Lamaten MPCs Ltd.	1158309600032	Rolep lamaten, Rongli, Pakyong District - 737131	Dhan Kumar Rai	9932580540
75	Rongli MPCs Ltd.	1158309600033	Rongli Bazar, Pakyong District –	Monika Rai	8116164605
33   Page					

			737131		
76	Sudunglakha MPCs Ltd.	1158309600040	Sudunglakha, Rhenock Block, Pakyong District – 737133	Sancha Kr. Subba	9679702045
77	Sumin Lingzey MPCs Ltd	1158309600041	Sumin Lingzey, Pakyong District – 737134	Shri. Karna Bdr. Thapa	7872824372
78	Tareythang MPCs Ltd.	1158309600042	Tareythang, PO Bering, Pakyong District - 737106	Shri. B. N. Kafley	9933759422
79	Tarpin MPCs Ltd.	1158309600043	Tarpin, Rhenock Block, Pakyong District- 737133	Sangita Rai	9933478682
80	Taza MPCs Ltd.	1158309600045	Taza, Pakyong District - 737106	Smt. Pabitra Sharma	7864076113
81	West Pendam MPCs Ltd.	1158309600047	West Pendam, Pakyong District – 737134	Shri. Prem Bdr. Chettri	7797890848
82	Saramsa Nandok MPCs Ltd	1158309600022	Nandok, Gangtok District - 737135	Amber Chettri	9734919345
83	Kopibari Syari MPCs Ltd	1158309600012	Syari, Gangtok District- 737102	Rahul Chadda	8637374057
84	Luing Perbing MPCs Ltd	1158309600015	Luing, Ranka Block, Gangtok District - 737102	Badri Lal Gautam	9474523256
85	Penlong MPCs LTD	1159309600002	Penlong, Gangtok District - 737103	Tashi Doma	70634-52337
86	Rakdong Tintek MPCs Ltd	1158309600028	Rakdong Tintek, Gangtok District – 737107	Bhawani Nepal	9382611601
87	Makha MPCs Ltd	1158309600017	Makha Bazar, Gangtok District – 737138	D.N Sharma	94743-50354
88	Simik Lingzey MPCs Ltd	1158309600038	Simik Linzey, Khamdong Block, Gangtok District- 737134	Reema Gurung	9735988718
89	Samdong Kambal MPCs Ltd	1158309600035	Samdong Kambal, Rakdong Tintek Block, Gangtok District - 737107	Jiwan Lal Dahal	8768236161
90	CHUNGTHANG MPCs	1159309600002	Chungthang, Mangan District – 737120	Diki Lepcha	7602227029
91	HEE GYATHANG MPCs	1159309600003	Hee Gyathang, PO Lower Dzongu, Mangan District – 737116	Tashi Ongdup Lepcha	8967885775
92	KABI MPCs	1159309600004	Kabi Bazar, Mangan District- 737117	Hazel Thinlay Barphungpa	7029751271
93	LINGCHOM TINGDA MPCs	P112282610199009001	Lingchom Tingda, Mangan District – 737116	Tsewong Phurba	8348102383
94	LINGDOK BARFOK MPCs	1159309600001	Lingdong Barfok, Mangan District – 737116	Nima Lepcha	9564545208
95	LINGTHEM	1159309600006	Lingthem	Tsultim Lepcha	9733222011

	LINGDEM MPCS		Lingdem, Mangan District – 737116		
96	LUM GOR SANGTOK MPCS	1159309600007	Lum Gor sangtok , Lower Dzongu, Mangan District – 737116	Chung chung Lepcha	8768752324
97	MANGAN MPCS	NA	Mangan Bazar, Mangan District – 737116	Mikmar Tshering Lepcha	9832314777
98	MANGSHILA TIBUK MPCS	P112262609599009001	Mangshila Tibuk, Mangan District – 737116	Rupa Limboo	8016784998
99	MAYEL MPCS	1159309600009	Singhik Sentam GPU, Mangan District - 737116	Dawa Lepcha	8348559984
100	NAGA NAMGORE MPCS	1159309600010	Naga, Chungthang Block, Mangan District - 737120	Kursongmit lepcha	9679119878
101	NAMOK SWAYEM MPCS	1159309600011	Namok, Mangan District - 737116	Nedup Bhutia	9641233270
102	PHATAM MPCS	1159309600013	Men Rongong GPU, Kabi Block, Mangan District – 737117	Nimkey Lepcha	8768974526
103	PHENSONG MPCS	1159309600014	Phensong, Kabi Block, Mangan District - 737118	Jigme Bhutia	7602163413
104	PHODONG MPCS	1159309600015	Phodong, Rongong Tumlong GPU, Mangan District - 737119	Namgem Bhutia	9564359842
105	RAMTHANG MPCS	1159309600016	Ramthang, Ramthang Tanyak GPU, Mangan District - 737116	Phurzim Bhutia	9635855262
106	RINGHIM NAMPATAM MPCS	P112262609559009001	Ringhim Nampatam GPU, Mangan District – 737116	Shayrap Bhutia	8101220843
107	TINGCHIM CHADAY MPCS	1159309600008	Tingchim, Tingchim Chandey GPU, Mangan District – 737116	Tshering Doma Lepcha	7029285979

The scope of work envisaged for the Implementation Agency is categorized as under:

**Pre-Implementation Scope till Go-Live**

- a) Supply and Maintenance of hardware equipments.
- b) VPN supply and connection establishment with the central VPN for accessing NLPS the software

**Post Implementation Scope for the Operation and Maintenance Period of 5 years**

- In-Warranty Annual Technical Support for a period of **3 years**.
- Annual Maintenance Support for a period of **2 years** .

Given below is an initial list of tasks to be performed by the bidder for support services. Sikkim State Cooperative Bank Ltd. may direct bidder to perform any additional/similar tasks, as per its requirement during the contract period.

- The successful Bidder will offer onsite comprehensive warranty for the hardware and software against defects arising out of faulty design, materials and workmanship for a period of 3 year from the Date of Supply/ Acceptance of the entire system (hardware and software) including for the peripherals supplied
- Annual maintenance support will be of 2 years post the warranty completion.
- Defective equipment shall be replaced by the vendor at his own cost, including the cost of transport if any. The new releases (minor / major), versions, bug fixes etc. for the hardware and system software will be supplied to the PACS at no extra charge, with necessary documentation.
- The Bidder should provide an equivalent or a higher version standby equipment, in case, a problem is not resolved in 15 days time period.
- To complete/resolve the work at the location within the stipulated timeframe, bidder's engineers have to visit the site multiple times at no extra cost.
- The Successful Bidder is expected to provide user documentation, system administration manuals, training material, operation manuals and procedures.
- The Vendor is expected to supply the equipment's as per the agreed specifications
- The Successful Bidder would be expected to maintain and support all the Hardware and Software provided as part of this contract.
- Bidder has to give a letter of assurance stating that the equipment's are performing as per the Standards laid down in the Operational Manual. Bidder will ensure that Purchaser is Informed of the Patches being released for the Core System well in advance
- All the systems **should be labelled**, the details of which are as follows:
  - a. Name of the supplied agency with phone numbers.
  - b. Warranty validity period
  - c. Toll free number
  - d. Call log website address.
  - e. Label sticker should be on the back side of the equipment and on the cover, they should be visible clearly.

The bidder shall provide a centralized helpdesk for attending user request/ complaints. The helpdesk/customer care centre shall operate as per time defined by the Purchase for the support period.

The service provider shall provide an incident tracking system via a web interface / mail / IVR, available in real-time which will issue a trouble ticket once a complaint is booked successfully. This trouble ticket system should be capable of generating monthly/quarterly/half yearly/yearly reports.

The help desk service will serve as a single point of contact for all incident and service requests at the Hardware Service Provider. The service will provide a Single Point of Contact (SPOC) and also escalation / closure of incidents for the IT/User departments.

#### 9.4 A. Specifications

Purchaser desires a full complement of IT hardware.

- I. The selected bidder shall ensure that the goods and related services comply with technical specifications and other provisions laid down in the RFP and the work order.
- II. The goods and related services supplied under this contract shall conform to the standards mentioned in the bidding document and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the goods.
- III. The bidder will provide the soft copy and hard copy of both listing every IT hardware and peripheral serial nos. to the purchaser for monitoring purposes.
- IV. The specifications of the items mentioned in Appendix 1 : Form 5 (Compliance sheet for technical Proposal).

**B. Comprehensive OEM warranty and Support**

- I. The successful bidder shall provide comprehensive OEM warranty and support through its designated support service centre/resident engineer.
- II. Warranty to start from the date of acceptance of material delivered at the Delivery Site. In case acceptance is delayed by the purchaser / site, warranty to start from the date of delivery to the purchaser.
- III. Be responsible to ensure adequate and timely availability of spare parts needed for repairing the supplied goods at the service support centres/resident engineers during the warranty period.

**C. Helpdesk Support**

- I. The selected bidder shall provide a centralized helpdesk for attending user requests/ complaints. The helpdesk/customer care centre shall operate off-site, during working hours for the support period. However, the bidder has to assign one person who will be the single point of contact. Also, the bidder should maintain one engineer for every 50 computers to avoid delay in the service. The bidder may factor the same in their commercial proposal and no separate payment shall be made for the same to the purchaser. The nodal person should be a graduate with at least a minimum of 8-10 years of experience in the relevant field.
- II. The selected bidder shall provide an incident tracking system via a web interface / mail / IVR, available in real-time which will issue an incident ticket once a complaint is booked successfully. This incident ticket system should be capable of generating monthly/quarterly/half yearly/yearly reports.
- III. The help desk service will serve as a single point of contact for all incident and service requests at the Hardware Service Provider. The service will provide a Single Point of Contact (SPOC) and also escalation / closure of incidents for the User departments.

**Right to Alter Quantities**

- A. The Purchaser reserves the right to alter the number of hardware equipment specified in the RFP in the event of changes in plans of the Purchaser. The Purchaser can give repeat orders to the L1 Bidder for a maximum of up to 40% of the ordered quantity, if required, within the bid validity period of 180 days from the last date of submission of bid under the same terms and conditions and same specifications and rate. Any decision of the Purchaser in this regard shall be final, conclusive and binding on the Bidder.
- B. If the Purchaser does not purchase any quoted articles or purchases less than the mentioned quantity in the bidding document, the bidder(s) shall not be entitled to claim any compensation.

## 10. Packing and Documents

The selected bidder shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the final destination of the Goods and the absence of heavy handling facilities at all points in transit.

The Bidder shall be responsible for any defect in packing and any material found damaged / defective at the delivery points and those are to be replaced by the selected bidder within 2 weeks without any financial obligations to the Purchaser.

## 11. Inspection

- A. The Purchaser may conduct pre-delivery / post-delivery inspection.
- B. In case of Pre-delivery / Factory Sight inspection, the bidder has to bear the entire cost including all arrangements except the travel cost which will be borne by the purchaser.

## 12. Authenticity of Equipment(s)

The selected bidder shall certify (as per Form 7) that the supplied goods are brand new, genuine / authentic, not refurbished, conform to the description and quality as specified in this bidding document and are free from defects in material, workmanship and service.

If during the contract period, the said goods be discovered counterfeit/ unauthentic or not to conform to the description and quality aforesaid or have determined (and the decision of the purchaser in that behalf will be final and conclusive), notwithstanding the fact that the purchaser may have inspected and/ or approved the said goods, the purchaser will be entitled to reject the said goods or such portion thereof as may be discovered not to conform to the said description and quality, on such rejection the goods will be at the selected bidder's risk and all the provisions relating to rejection of goods etc., shall apply.

Goods accepted by the purchaser in terms of the contract shall in no way dilute purchaser's right to reject the same later, if found deficient in terms of this clause of the contract

## 13. Limitation of Liability

Except in cases of gross negligence or wilful misconduct: -

- A. neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier/ selected bidder to pay liquidated damages to the Purchaser; and
- B. the aggregate liability of the selected bidder to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier/ selected bidder(s) to indemnify the Purchaser with respect to patent infringement.

## 14. Confidential

- A. Purchaser and selected bidder shall keep confidential and not, without the written consent of the other party hereto, divulge to any third party any documents, data or other information furnished directly or indirectly by the other party hereto in connection with the contract, whether such information has been furnished prior to, during or following completion or termination of the contract.

## 15. Change in Law and Regulations

Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the state of Sikkim or where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/ or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract.

Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited, if the same has already been accounted for in the price adjustment provisions where applicable

## 16. Payment Procedures and Terms

### Paying Authorities

- A. The payments as per the Payment Schedule covered herein above shall be paid by Purchaser/ Cooperation Department, Government of Sikkim. However, Payment of the Bills would be payable, on receipt of advice/confirmation for satisfactory delivery/installation/re-installation, live running and service report from the concerned sites where the purchased equipment have been delivered.

### Submission of Bills

- A. The vendor has to submit the bill for the work carried out within 15 days from the date of completion of the work to the respective executing department/Cooperation Department, Government of Sikkim and the concerned executing department has to process the bill for vigilance NOC, wherever necessary, and for onward submission to the Accounts Department for admitting the payment within next 8 days.

### Deliverables /Timeline/Payment Schedule

- A. No advance payment will be made.  
B. Please refer below for the mapping of Deliverables /Timeline/Payment schedule :

S. No.	Milestone	Time line in days	Billable Fee (as % of Contract Value)
1.	Supply/Delivery of equipment(s)	Within 60 days from the issue of the work order/purchase order	70% of the commercial bid cost related to Supply and Installation of Hardware with Warranty for 3 years on acceptance of delivery



			by the purchaser.
2.	<b>Installation of equipment(s) and Operational Acceptance of equipment's(s)</b>	Within 30 Days from the delivery of equipment(s)	30% of the commercial bid cost related to Supply and Installation of Hardware /Software with Warranty for 3 years after successful installation and operational acceptance as per the scope of work.
3.	<b>AMC period</b>	The vendor will have to include 5 years maintenance period (3 years warranty and 2 years AMC period) which shall start after completion of warranty period.	-

C. Commissioning is defined as Successful Configuration, Successful Customization and Successful Testing of the respective sub-system/package upon successful UAT.

- D. In case, "Site not ready" beyond 1 month after delivery of material at Final Delivery Site, Purchaser/Cooperation Department, Government of Sikkim may release the payment against installation and Operational Acceptance to the supplier on receipt of confirmation from that site, regarding non readiness of the site.
- E. The selected bidder's request shall be made in writing for payment accompanied by delivery challan, invoices and by the required documents submitted pursuant to general conditions of the contract and upon fulfilment of all obligations stipulated in the contract.
- F. Due payments shall be made promptly by purchaser/Cooperation Department, Government of Sikkim, generally within 30 days after submission of an invoice and other supporting documents in order.
- G. All remittance charges will be borne by the selected bidder.
- H. In case of disputed items, disputed amount shall be withheld and will be paid only after settlement of the dispute.
- I. Any penalty/liquidated damages, as applicable, for delay and non-performance, as mentioned in this bidding document, will be deducted from the payments for the respective milestones.
- J. Taxes, as applicable, will be deducted at source, from due payments, as per the prevalent rules and regulations.

#### Service Level Agreement (SLA)

- A. SLA defines the terms of the successful bidder's responsibility in ensuring the performance of the hardware & all other accessories supplied as per the Scope of Work as specified in the RFP document based on the agreed Performance Indicators.
- B. The Bidder shall provide comprehensive, end-to-end service including supply, warranty and replacement of the defective Hardware & peripherals in case of physical damage until delivered at the purchaser site. No reason shall be entertained (unless those

mentioned in Force Majeure) in case of unavailability of any service given in the Scope of Work in this RFP and the appropriate penalty shall be levied.

- C. The selected bidder and purchaser shall regularly review the performance of the services being provided by the selected bidder and the effectiveness of this SLA.
- D. The following measurements and targets shall be used to track and report performance on a regular basis. The targets shown in the following tables are applicable for the entire duration of the Contract /Project, failing which the selected bidder(s) is liable to be penalized:

Sr. No.	SLA Description	Resolution Target	Penalty
1	Supply/Delivery of equipment(s)	Within 60 days of issue of PO.	As per Liquidated Damages clause
2	Installation of equipment(s)	Within 30 days of Supply of equipment(s)	0.1% per day of the value of hardware & peripheral upto maximum 10% of PO Value post which purchaser may proceed to take such remedial action as may be necessary (including Invocation of PBG).
3	Any defect in Hardware & peripherals or any of its part	<b>Resolution:</b> 3 Days from the time the call is logged by end user.	0.5% of total cost of the Hardware & peripherals will be deducted per day upto maximum 10% of PO Value post which purchaser may proceed to take such remedial action as may be necessary (including Invocation of PBG).

#### 16.4 BILL OF QUANTITY (BOQ) / BILL OF MATERIAL (BOM)

SL	ITEM	SUB ITEM	SPECIFICATION	QTY.
1	Desktop	Monitor	LED screen, 15" or higher, 16:9 Aspect Ratio, HD+ (1600 X 900 @60 Hz), Tilt (-5 to + 20°), 1 HDMI Port should be compatible with supply Desktop (with HDCP support), Input voltage 100 to 240 VAC	107
		Keyboard and Mouse	USB Wired Keyboard & Mouse	107
		Hard Disc	512 GB PCIe® NVMe™ SSD	107
		RAM	8 GB DDR4- RAM, with 2 DIMM (1 slot should be free for future upgrade)	107
		Web Cam With inbuilt	Compatible with Laptop and Desktop, mounting accessories to mount the webcam at the required spot and angle must	107

		microphone	be provided, 5 MP with minimum 720P video resolution, USB connection Cable must be provided.	
		Processor	Latest Generation processor with Minimum 6 Cores, 3.5 GHz base clock	107
		Operating System	Windows 11 Professional 64 bit	107
		Anti-virus	Suitable Antivirus to be on-boarded on systems and hardware with validity of 5 years.	107
2	Multifunction Device (MFD)	Printer, Scanner, Copier	Laser printers, Print scan and copy, 1 Hi-Speed USB 2.0; 1 Fast Ethernet 10/100Base-TX, Standard (built-in Ethernet), Maximum output Capacity up to 100 sheets, Tray Capacity (Sheets: 150; envelopes: 10), Print technology – Laser, Print Speed up to 20 PPM, Input voltage: 220 to 240 VAC (+/- 10%), Duty cycle – up to 8000 Pages, Scan Resolution - Up to 1200 x 1200 dpi, 64 MB memory, Print quality – up to 600 X 400 dpi, Duplex Printing - Capable of Duplex printing, Print Language – PCL or equivalent, Native language Compatibility	107
3	Physical VPN Device	VPN with Internet	Routing Protocols - Industrial standard routing protocols, Interface - 1 Fixed Gigabit WAN Port, 2 Fixed Gigabit LAN Ports, Power Supply - 12V/1A DC, LED - PWR, SYS, WAN (Link/Act), LAN (Link/Act) / USB, Firewall - Stateful Packet Inspection (SPI) firewall, Denial-of-Service(DoS) prevention, DMZ DoS attacks prevented, VPN - IPsec VPN, PPTP VPN, L2TP VPN, VPN throughput - 50 Mbps, WAN Connection Type - Static/Dynamic IP, PPPoE, PPTP, L2TP, Network Address Port Translation (NAPT) protocol	107
4	Biometric Scanner	Biometric Scanner	Useful for e-KYC, Interface- USB/C-Type, should support - Aadhaar Enable, Sim Activation, Payment, Access control, Time & Attendance	107
5	UPS	Power Backup	Display with indication that displays backup and charging time, along with Mains On, Eco/UPS Mode, system fault and battery water level etc., Battery Backup Time - 3 hours or more, Battery Capacity – 150 AH or above with one battery, DC Voltage 12V	107

## 17. Appendix 1: Pre-qualification-cum-Technical Bid Templates

### General

The Bidders are expected to respond to the RFP using the forms given in this section and all documents supporting Pre-Qualification / Technical Evaluation Criteria.

#### **Forms to be used in Technical Proposal**

Form 1: Compliance Sheet for Pre-qualification Proposal

Form 2: Particulars of the Bidders

Form 3: Manufacturers'/Producers' Authorization Form

Form 4: Undertaking for Non-Blacklisting

Form 5: Compliance Sheet for Technical Proposal

Form 6: Letter of Proposal

Form 7: Undertaking on Authenticity of IT Hardware and Peripherals

Form 1: Compliance sheet for Pre-Qualification cum technical bid proposal

Sr. No.	Basic Requirement	Documents required	Complied (Yes/No)	Reference & Page No
1	EMD	Bank attested Online Payment receipt of RTGS/NEFT.		
2	Authorization/Power of Attorney	Copy of Power of Attorney/Authorization in the name of the Authorized Signatory.		
3	Particulars of the Bidders	As per Form 2		
4	Average sales Turnover in Hardware Sales & Maintenance services in last three financial years	Extracts from the audited Balance sheet and Profit & Loss; OR Certificate from the statutory auditor.		
5	The net worth of the bidder in the last three financial years.	CA certificate with CA's Registration Number/Seal indicating net worth of the firm.		
6	Legal Entity	Copy of certificate of Incorporation, GST registration, PAN, IT Returns.		
7	Quality certification	<ul style="list-style-type: none"><li>• ISO 9001:2015</li><li>• ISO 27001</li><li>• ISO 20000 (desirable)</li></ul>		
8	Letter of Authorization from OEM	OEM authorization letter as per Form 3		
9	Local Office	Rental Agreement/ Utility Bill in the name of the company/Sale		

		Deed or Declaration that the office will be set-up within a period of 30 days from the date of issuance of Letter of Intent.		
<b>10</b>	Local Service Centers	A Self Certified letter by an authorized signatory		
<b>11</b>	Technical Capability	Completion Certificates from the client; OR  Work Order + Self Certificate of Completion (Certified by the Statutory Auditor); OR  Work Order + Phase Completion Certificate from the client.		
<b>12</b>	Blacklisting	Declaration by the Bidder as per format given in Form4.		
<b>13</b>	Authenticity of Hardware & Peripherals	As per Form 7		

Form 2: Particulars of the Bidder

Sr. No	Description	Details (to be filled by the responder to the Bid)
1	Name of the company	
2	Official address	
3	Phone No. And Fax No.	
4	Corporate Headquarters Address	
5	Phone No. And Fax No.	
6	Web Site Address	
7	Details of Company's Registration (Please enclose copy of the company registration document)	
8	Name of Registration Authority	
9	Registration Number and Year of Registration	
10	ISO certifications and its validity	
11	GST registration No.	
12	Permanent Account Number (PAN)	
13	Company's Revenue for last 3 years (Year wise)	
14	Company's net worth for the last year	
15	Bank Details (Name, Account no., Branch, IFSC, MICR)	

Contact Details of officials for future correspondence regarding the bid process:

Details	Authorized Signatory	Secondary Contact
Name		
Title		
Company Address		
Phone		
Mobile		
E-mail		

Form 3: Manufacturers' Authorization Form

Date: dd/mm/yyyy

To

The Managing Director,

Sikkim State Cooperative Bank Ltd.,

Metro Point, Tadong, Gangtok.

**Sub** : Authorisation Letter to M/s ----- for the participation in the bid.

**Ref** : Your RFP ref. No: <No> Dated <DD/MM/YYYY>

Sir,

We \_\_\_\_\_, (name and address of the manufacturer) who are established and reputed manufacturers of \_\_\_\_\_ having factories at \_\_\_\_\_ (addresses of manufacturing / development locations) do hereby authorize M/s \_\_\_\_\_ (name and address of the Bidder) to bid, negotiate and conclude the contract with you against the above mentioned bid for the above equipment / software manufactured / developed by us.

We herewith certify that the above-mentioned equipment/devices /software products are not end of the life and we hereby undertake to support this equipment /devices / software for the duration of **minimum 5 years from the date** of submission of the bid.

Yours faithfully,

For and on behalf of M/s \_\_\_\_\_ (Name of the manufacturer)

Signature :

Name :

Designation :

Address :

Date :

Company Seal

Note: This letter of authority should be on the letterhead of the concerned manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer.

Form 4: Undertaking for non-blacklisting  
(On Stamp Paper of Rs 500/- duly notarized)

**DECLARATION CUM-INDEMNITY BOND**

Date: dd/mm/yyyy

I, \_\_\_\_\_ of \_\_\_\_\_, do hereby declared and undertake as under.

- 1) I declared that I have submitted certificates as required to Executive Engineer (Monitoring) at the time of registration of my firm / company \_\_\_\_\_ and there is no change in the contents of the certificates that are submitted at the time of registration.
- 2) I declared that I \_\_\_\_\_ in capacity as Manager / Director / Partners / Proprietors of \_\_\_\_\_ has not been charged with any prohibitory and /or penal action such as demotion, suspension, black listing / de-registration or any other action under the law by any Government and / or Semi Government and/ or Government Undertaking.
- 3) I declared that, I have perused and examined the RFP document including addendum, condition of contract, specification, drawings, bill of quantity etc. forming part of RFP and accordingly, I submit my offer to execute the work as per RFP documents at the rates quoted by me in capacity as \_\_\_\_\_ of \_\_\_\_\_.
- 4) I further declared that if, I am allotted the work and I failed to carry out the allotted work in accordance with the terms and conditions and within the time prescribed and specified, Sikkim State Cooperative Bank Ltd. is entitled to carry out the work allotted to me by any other means at my risk and cost, at any stage of the contract.
- 5) I also declared that I will not claim any charge / damages / compensation for non availability of site for the contract work at any time.
- 6) I Indemnify Head of Department and the other officers of Sikkim State Cooperative Bank Ltd./ Cooperation Department, Government of Sikkim or their agents for any Damages, Loss, or Injury, any legal suit, proceeding or legal action whatsoever that may be caused at any time by me or any other staff of \_\_\_\_\_ company, for the work undertaken and all such damage, damages, injury or loss, legal suit, legal action, I shall be solely responsible in individual as well as official capacity and such loss, damages, injury shall be made good and/ or as the case may be shall be paid immediately by me / Company to the satisfaction of Sikkim State Cooperative Bank Ltd./ Cooperation Department, Government of Sikkim.

Dated \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Identified by me

Before me

Advocate



### Form 5: Compliance sheet for Technical Proposal

(The Technical proposal should comprise of the following basic requirements. The documents mentioned in this compliance sheet along with this form, needs to be a part of the Technical proposal)

SL No	Hardware	Particular	Updated Specification
1	Desktop	Monitor	LED screen, 15" or higher, 16:9 Aspect Ratio, HD+ (1600 X 900 @60 Hz), Tilt (-5 to + 20°), 1 HDMI Port should be compatible with supply Desktop (with HDCP support), Input voltage 100 to 240 VAC
		Keyboard and Mouse	USB Wired Keyboard, USB Wired Mouse, Native language Compatibility Keyboard.
		Hard Disc	512 GB PCIe® NVMe™ SSD
		RAM	8 GB DDR4- RAM, with 2 DIMM (1 slot should be free for future upgrade)
		Web Cam	Compatible with Laptop, Desktop and Tablet, mounting accessories to mount the webcam at the required spot and angle must be provided, 5 MP with minimum 720P video resolution, USB, Cable to connect to Desktop must be provided
		Processor	Latest Generation processor with Minimum 6 Cores, 3.5 GHz base clock
		Operating System	Windows 11 Professional 64 bit
		Anti-virus	Suitable Antivirus applications to be on boarded on systems and hardware during purchase until end of AMC or end of Contract period.
2	Multifunction Device (MFD)	Printer, Scanner, Copier	Laser printers, Print scan and copy, 1 Hi-Speed USB 2.0; 1 Fast Ethernet 10/100Base-TX, Standard (built-in Ethernet), Maximum output Capacity up to 100 sheets, Tray Capacity (Sheets: 150; envelopes: 10), Print technology – Laser, Print Speed up to 20 PPM, Input voltage: 220 to 240 VAC (+/- 10%), Duty cycle – up to 8000 Pages, Scan Resolution - Up to 1200 x 1200 dpi, 64 MB memory, Print quality – up to 600 X 400 dpi, Duplex Printing - Capable of Duplex printing, Print Language – PCL or equivalent, Native language Compatibility
3	Physical VPN Device	VPN with Internet	Routing Protocols - Industrial standard routing protocols, Interface - 1 Fixed Gigabit WAN Port, 2 Fixed Gigabit LAN Ports, Power Supply - 12V/1A DC, LED - PWR, SYS, WAN (Link/Act), LAN (Link/Act) / USB, Firewall - Stateful Packet Inspection (SPI) firewall, Denial-of-Service (DoS) prevention, DMZ DoS attacks prevented, VPN - IPsec VPN, PPTP VPN, L2TP VPN, VPN throughput - 50 Mbps, WAN Connection Type - Static/Dynamic IP, PPPoE,

			PPTP,L2TP, Network Address Port Translation (NAPT) protocol,
4	Biometric Scanner	Biometric Scanner	Useful for e-KYC, Interface- USB/C-Type, should support - Aadhaar Enable, Sim Activation, Payment, Access control, Time & Attendance
5	UPS	Power Backup	Display with indication that displays backup and charging time, along with Mains On, Eco/UPS Mode, system fault and battery water level etc., Battery Backup Time - 3 hours or more, Battery Capacity – 150 AH or above with one battery, DC Voltage 12V
<b>Optional (Non-Mandatory but preferable) hardware</b>			
6	Tablet	Screen size	10 inch or more
		RAM	2GB or more
		Storage	Minimum 32 GB or higher
		Network	Should support 4G network (SIM card supported)
7	POS device	For Merchandise & counter sale purpose	Type- handheld POS, printing-Thermal printing 2 inch, Data memory 1GB, RAM- 512 Mb or more , OS - Latest Android or equivalent, Display – touch screen, SIM – SIM card slot & support 4G + 3G, Payment method – Magnetic card, QR code, NFC etc.
8	Barcode Scanner	Barcode Scanner	Useful for Merchandise Sell, USB Compatible, Supported 1D Barcodes, Code 39, Code 128, Code 93, Code bar/ NW7, Code 11, MSI Plessey, UPC, EAN, I 2 of 5, Korean 3 of 5, GS1 Data bar, Base 32 (Italian Pharma), Supported 2 D Barcodes, PDF 417, Composite Codes, TLC 39, Aztec, Data Matrix, Maxi Code, QR Code, Micro QR, Han Xin, Postal Codes
9	Bluetooth Thermal Printer	Bluetooth Thermal Printer	Paper roll - 2 inch width Paper roll, connector type – Bluetooth
10	Passbook printer	Dot Matrix printer	Print Method -Impact dot matrix, Number of Pins in Head – 24 pins, Interface - High Speed USB 2.0, Print Characteristics - Character Sets -Compatible with Core banking software printing function, Barcode - Compatible with Core banking software printing function, MVBF- 7 million lines, MTBF - 10000 POH, Print head Life - 400 million strokes/wire, Cut Sheet Size - Compatible Stationary of the bank, Cheque - Compatible Chequebook of the bank, Copy - 1 original + At least 2 copies, Line Spacing - Compatible with Core banking software printing function, Width, Length, Thickness - Compatible with the passbook / cheque of the bank

**Note :-**

1. Desktop & Printer should not have any wireless connectivity function.
2. These are minimum specifications; hardware of higher specifications may also be procured as per budget availability.

## Form 6: Letter of Proposal

Date: dd/mm/yyyy

To

The Managing Director,  
Sikkim State Cooperative Bank Ltd.,  
Metro Point, Tadong, Gangtok.

**Subject:** Submission of the Technical bid for Procurement of Hardware equipment's for PACS of Sikkim State Cooperative Bank Ltd./ Cooperation Department, Government of Sikkim

Dear Sir/Madam,

We, the undersigned, offer to provide the Hardware to the Purchaser on with your Request for Proposal dated <insert date> and our Proposal. We are hereby submitting our Proposal, which includes this Technical bid and the Financial Bid uploaded on the eProcurement portal (*mention URL*).

We hereby declare that all the information and statements made in this Technical bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

We undertake, if our Proposal is accepted, to initiate the Implementation services related to the assignment not later than the date indicated in Fact Sheet.

We agree to abide by all the terms and conditions of the RFP document. We would hold the terms of our bid valid for 180 days as stipulated in the RFP document.

We understand you are not bound to accept any Proposal you receive. Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory: Name of Firm:

Address:

Location: ..... Date: .....

## Form 7: Undertaking on Authenticity of IT Hardware and Peripheral

(On non-judicial Stamp Paper of Rs100/-)

Date: dd/mm/yyyy

---

To

The Managing Director,  
Sikkim State Cooperative Bank Ltd.,  
Metro Point, Tadong, Gangtok.

Reference: Your RFP ref. no. <No.>

This has reference to the item being supplied / quoted to you vide our bid ref. no. <no.>

We hereby undertake that all the components / parts / assembly / software used in the equipment shall be genuine, original and new from respective OEMs of the products and that no refurbished / duplicate / second hand components / parts / assembly / software are being used or shall be used. In respect of licensed operating system, we undertake that the same shall be supplied along with the authorized license certificate with our name/logo. Also, that it shall be sourced from the authorized source for use in India.

In case, we are found not complying with above at the time of delivery or during installation for the equipment already billed, we agree to take back the equipment already supplied at our cost and return any amount paid to us by you in this regard and that you will have the right to forfeit our PBG for this bid or debar / black list us or take action against us.

Authorized Signatory

Name:

Designation

Stamp & Seal.

### Form 8: Format to share Project details

Name of the Project	
General Information	
Client for which the project was executed	
Name of the client contact person(s)	
Designation of client contact person(s)	
Contact details of the client contact person(s)	
Project Details	
Description of the project	

Scope of work of the Bidder	
Deliverables of the Bidder	
Technologies used	
Current Status of the project	
Other Details	
Total cost of the project	
Total cost of the services provided by the Bidder	
Duration of the project (number of months, start date, completion date, current status)	
Other Relevant Information	
Mandatory Supporting Documents:	
<ul style="list-style-type: none"> <li>• Work order / Purchase order / Contract for the project</li> <li>• Client Certificate giving present status of the project and view of the quality of services by the Bidder</li> </ul>	

**Form 9: Technical Bill of Material and Bill of Quantity (To be provided by the Bidder)**

**Notes:**

1. The Bidder shall submit the technical proposal including the BoM with 'Make' and 'Model' details excluding the cost.
2. The Bidders can add additional line items as per their requirements
3. Bidder should not share any bid price information in the technical bid

Hardware specifications should be as per the specifications mentioned in Compliance sheet (Form 5). The quantity required may vary by +20% during the course of execution of the project. The unit rate quoted in the financial bid will be used to calculate the price of the varied component.

Sr. No	Description	Quantity/Unit Required	Make and Model
1.	XXX	XX	

Note: It is mandatory to fill up complete information in above table.

## 1. Appendix II: Commercial Proposal Templates

### General

The Bidders are expected to respond to the RFP using the forms given in this section for Commercial Proposal.

Form 8: Covering Letter

Form 9: Commercial Bid Template

### Form 8: Covering Letter

Date: dd/mm/yyyy

To

The Managing Director,  
Sikkim State Cooperative Bank Ltd.,  
Metro Point, Tadong, Gangtok.

**Sub** : Selection of the Commercial bid.

**Ref** : Your RFP ref. No: <No> Dated <DD/MM/YYYY>

Dear Sir,

We, the undersigned Bidders, having read and examined in detail all the bidding documents in respect of Procurement of Hardware equipment's for Sikkim State Cooperative Bank Ltd./Cooperation Department, Government of Sikkim do hereby propose to provide services as specified in the bid referred above.

#### 1. PRICE AND VALIDITY

- All the prices mentioned in our bid are in accordance with the terms as specified in the bid documents. All the prices and other terms and conditions of this bid are valid for a period of 180 calendar days from the date of submission of the Bids.
- We hereby confirm that our bid prices include all taxes. Taxes are quoted separately under relevant sections, as specified in the bid formats.
- We have studied the clause relating to Indian Income Tax and hereby declare that if any income tax, surcharge on Income Tax, Professional and any other Corporate Tax in altered under the law, we shall pay the same.

#### 2. UNIT RATES

We have indicated in the relevant schedules enclosed, the unit rates for the purpose of payment as well as for price adjustment in case of any increase to / decrease from the scope of work under the contract.

#### 3. DEVIATIONS

We declare that all the services shall be performed strictly in accordance with the bid documents and there are no deviations.

4. QUALIFYING DATA

We confirm having submitted the information as required by you in your Instruction to Bidders. In case you require any other further information/documentary proof in this regard before evaluation of our bid, we agree to furnish the same in time to your satisfaction.

5. BID PRICE

We declare that our Bid Price is for the entire scope of the work as specified in the bid document. These prices are indicated in the subsequent sub-sections of this Section.

6. CONTRACT GUARANTEE BOND

We hereby declare that in case the contract is awarded to us, we shall submit the contract Bank Guarantee in the form prescribed in the bid.

We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

We understand that our bid is binding on us and that you are not bound to accept a bid you receive. We confirm that no Technical deviations are attached here with this commercial offer.

Thanking you,

Yours faithfully,

(Signature of the Authorised Signatory)

Name

Designation

Seal.

Date:

Place:

Business Address:

## Form 9: Commercial Bid Template

The Bidder has to quote the rate in the Item Data available online with this bid. Details to be filled up for price bid are as below:

**The price shall be inclusive of Cost of hardware, 3 years Warranty and 2 years AMC and Goods & Services Tax as applicable under the relevant Laws of India.**

Sr.No	Particular	Amount ( Inclusive of All the taxes) In Rs.
1	Table 1 Cost related to Supply and Installation of Hardware with Warranty for 3 years (A)	
2	Table 2 Cost related to AMC for 2 years after completion of warranty period (B)	
	Total – (A + B )	

Table 1: Cost related to Supply and Installation of Hardware /Software with Warranty for 3 years as per Items mentioned in the Compliance sheet for technical proposal.

Sr. No	Item Description	Quantity	Unit Rate		Total Commercial Cost
			Base price	% GST/HSN	
1.	Xxxxxx	Xxxx			
				Total A	

Table 2: Cost related to AMC for 2 years after completion of warranty period for items mentioned in the Compliance sheet for technical Proposal

Sr. No	Item Description	Quantity	Unit Rate		Total Commercial Cost
			Base price	% GST/HSN	
1.	Xxxxxx	Xxxx			
				Total B	

### Note:

- (a) The total project cost should include cost of hardware, 3 years of warranty and 2 years of AMC inclusive of applicable GST.

(b) The Bidder should submit only the 'Summary of the Financial Format' on the e- Tender portal and the detailed financial bid should be submitted manually when asked. The formats for detailed financial bids to be as per formats defined in his RFP.
- The bidders may visit the site and obtain additional information at their own cost and responsibility.



3. The cost of Capex( Hardware cost +Warranty) quoted by the bidder shall not be more than 70% of the Total Commercial cost .
-

4. Minimum 10% stock of basic spares like keyboard, mouse, RAM, SMPS etc is mandatory by the supply vendor at the service center/resident engineer.
5. The value of the hardware discover in this bid will be valid for 1 year from the date of LoA issued and Cooperation Department, Government of Sikkim may release the purchase order to the bidder in any month during this one year.
6. Cooperation Department, Government of Sikkim to scale up and scale down resources based on requirements. Any line items may be removed from the scope based on Cooperation Department's discretion.
7. All the prices are to be entered in Indian. Rupees ONLY.
8. Prices indicated in the schedules shall be inclusive of all taxes, Levies, duties etc. It is mandatory to provide breakup of all Taxes, Duties and Levies wherever asked for.
9. During the payment stage, Cooperation Department reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, levies indicated.
10. The Bidder needs to account for all Out of Pocket expenses due to Boarding, Lodging and other related items.No additional/separate payment shall be made regarding the same.
11. For the purpose of evaluation of Commercial Bids, Cooperation Department shall make appropriate assumptions to arrive at a common bid price for all the Bidders. This however shall have no co-relation with the Contract value or actual payment to be made to the Bidder.
12. The Contract Price shall be firm and not subject to any alteration.
13. The Implementation agency should be deemed to have satisfied itself as to the correctness and sufficiency of the contract price, which shall, except as otherwise provided for in the contract, cover all its obligations under the contract.
14. Please note invitation of price discovery rate for future requirements does not imply guarantee of any additional work or any increase in scope. The price discovery rates are being invited to meet any exigency requirements if a need emerges during the period of contract with respect to deployment of additional manpower resources.
15. No advance payment shall be made towards any activity

## 2. Appendix III: Other Templates

### Legal & Stationary Charges

Successful bidder shall pay the Legal & Stationary charges as below.

XXXX

In case of revision of the above mentioned legal and stationary charges, Supplier shall pay revised legal and stationary charges

The bidders are requested to note that stationary charges as given in the table above will be recovered from the successful bidder for preparing certificate bills in respect of the work.

### Stamp Duty

A. <<Department to update the section as per the current practice>>..

### List of Banks

<<<Department to update the section>>.

### Performance Security Bank Guarantee Format

<<<<PBG format of Cooperation Department to be inserted >>>

### Contract Agreement (CA) Format

<<< Contract format of Cooperation Department to be used >>>

### Non-Disclosure Agreement Format

(To be submitted on a non-judicial ₹ 100 Stamp Paper)

This Non-Disclosure Agreement (“Non-Disc”) is made and entered into \_\_\_ day of \_\_\_ month \_\_\_ year (effective date) by and between \_\_\_\_\_ (“Department”) and \_\_\_\_\_ (“Company”).

Whereas, Department and Company have entered into an Agreement (“Agreement”)

\_\_\_\_\_ effective \_\_\_\_\_ for \_\_\_\_\_; and

Whereas, Each party desires to disclose to the other party certain information in oral or written form which is proprietary and confidential to the disclosing party, (“CONFIDENTIAL INFORMATION”).

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements contained herein, the parties agree as follows:

1. **Definitions.** As used herein:

- a) The term “Confidential Information” shall include, without limitation, all information and materials, furnished by either Party to the other in connection with citizen/users/persons/customers data, products and/or services, including information transmitted in writing, orally, visually, (e.g. video terminal display) or on magnetic or optical media, and including all proprietary information, customer and prospect lists, trade secrets, trade names or proposed trade names, methods and procedures of operation, commercial or marketing plans, licensed document know-how, ideas, concepts, designs, drawings, flow

charts, diagrams, quality manuals, checklists, guidelines, processes, formulae, source code materials, specifications, programs, software packages, codes and other intellectual property relating to the disclosing party's data, computer database, products and/or services. Results of any tests, sample surveys, analytics, data mining exercises or usages etc. carried out by the receiving party in connection with the Department's information including citizen/users/persons/customers personal or sensitive personal information as defined under any law for the time being in force shall also be considered Confidential Information.

- b) The term, "Department" shall include the officers, employees, agents, consultants, contractors and representatives of Department.
  - c) The term, "Company" shall include the directors, officers, employees, agents, consultants, contractors and representatives of Company, including its applicable affiliates and subsidiary companies.
2. **Protection of Confidential Information:** With respect to any Confidential Information disclosed to it or to which it has access, Company affirms that it shall:
- a) Use the Confidential Information as necessary only in connection with Project and in accordance with the terms and conditions contained herein;
  - b) Maintain the Confidential Information in strict confidence and take all reasonable steps to enforce the confidentiality obligations imposed hereunder, but in no event take less care with the Confidential Information that the parties take to protect the confidentiality of its own proprietary and confidential information and that of its clients;
  - c) Not to make or retain copy of any commercial or marketing plans, citizen/users/persons/customers database, Bids developed by or originating from Department or any of the prospective clients of Department except as necessary, under prior written intimation from Department, in connection with the Project, and ensure that any such copy is immediately returned to Department even without express demand from Department to do so;
  - d) Not disclose or in any way assist or permit the disclosure of any Confidential Information to any other person or entity without the express written consent of the other party; and
  - e) Return to the other party, or destroy, at Department's discretion, any and all Confidential Information disclosed in a printed form or other permanent record, or in any other tangible form (including without limitation, all copies, notes, extracts, analyses, studies, summaries, records and reproductions thereof) immediately upon the earlier to occur of (i) expiration or termination of either party's engagement in the Project, or (ii) the request of the other party therefore.
  - f) Not to discuss with any member of public, media, press, any or any other person about the nature of arrangement entered between Department and Company or the nature of services to be provided by the Company to the Department.
3. **Onus.** Company shall have the burden of proving that any disclosure or use inconsistent with the terms and conditions hereof falls within any of the foregoing exceptions.
4. **Exceptions.** These restrictions as enumerated in section 1 of this Agreement shall not apply to any Confidential Information:

- a) Which is independently developed by Company or lawfully received from another source free of restriction and without breach of this Agreement; or
  - b) After it has become generally available to the public without breach of this Agreement by Company; or
  - c) Which at the time of disclosure to Company was known to such party free of restriction and evidenced by documentation in such party's possession; or
  - d) Which Department agrees in writing is free of such restrictions.
  - e) Which is received from a third party not subject to the obligation of confidentiality with respect to such Information;
5. **Remedies.** Company acknowledges that (a) any actual or threatened disclosure or use of the Confidential Information by Company would be a breach of this agreement and may cause immediate and irreparable harm to Department; (b) Company affirms that damages from such disclosure or use by it may be impossible to measure accurately; and (c) injury sustained by Department may be impossible to calculate and remedy fully. Therefore, Company acknowledges that in the event of such a breach, Department shall be entitled to specific performance by Company of Company's obligations contained in this Agreement. In addition Company shall indemnify Department of the actual and liquidated damages which may be demanded by Department. Moreover, Department shall be entitled to recover all costs (including reasonable attorneys' fees) which it or they may incur in connection with defending its interests and enforcement of legal rights arising due to a breach of this agreement by Company.
  6. **Need to Know.** Company shall restrict disclosure of such Confidential Information to its employees and/or consultants with a need to know (and advise such employees of the obligations assumed herein), shall use the Confidential Information only for the purposes set forth in the Agreement, and shall not disclose such Confidential Information to any affiliates, subsidiaries, associates and/or third party without prior written approval of the disclosing party.
  7. **Intellectual Property Rights Protection.** No license to a party, under any trademark, patent, copyright, design right, mask work protection right, or any other intellectual property right is either granted or implied by the conveying of Confidential Information to such party.
  8. **No Conflict.** The parties represent and warrant that the performance of its obligations hereunder do not and shall not conflict with any other agreement or obligation of the respective parties to which they are a party or by which the respective parties are bound.
  9. **Authority.** The parties represent and warrant that they have all necessary authority and power to enter into this Agreement and perform their obligations hereunder.
  10. **Dispute Resolution.** If any difference or dispute arises between the Department and the Company in connection with the validity, interpretation, implementation, or alleged breach of any provision of this Agreement, any such dispute shall be referred to **the Department Head of State, Cooperation Department.**
    - a) The arbitration proceedings shall be conducted in accordance with the (Indian) Arbitration and Conciliation Act, 1996 and amendments thereof.

- b) The place of arbitration shall be **Sikkim**.
  - c) The arbitrator's award shall be substantiated in writing and binding on the parties.
  - d) The proceedings of arbitration shall be conducted in English language.
  - e) The arbitration proceedings shall be completed within a period of 180 days from the date of reference of the dispute to arbitration.
11. **Governing Law.** This Agreement shall be interpreted in accordance with and governed by the substantive and procedural laws of India and the parties hereby consent to the exclusive jurisdiction of Courts and/or Forums situated **at Gangtok, Sikkim, India only**.
12. **Entire Agreement.** This Agreement constitutes the entire understanding and agreement of the parties, and supersedes all previous or contemporaneous agreement or communications, both oral and written, representations and understandings among the parties with respect to the subject matter hereof.
13. **Amendments.** No amendment, modification and/or discharge of this Agreement shall be valid or binding on the parties unless made in writing and signed on behalf of each of the parties by their respective duly authorized officers or representatives.
14. **Binding Agreement.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
15. **Severability.** It is the intent of the parties that in case any one or more of the provisions contained in this Agreement shall be held to be invalid or unenforceable in any respect, such provision shall be modified to the extent necessary to render it, as modified, valid and enforceable under applicable laws, and such invalidity or unenforceability shall not affect the other provisions of this Agreement.
16. **Waiver.** If either party should waive any breach of any provision of this Agreement, it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision hereof.
17. **Survival.** Both parties agree that all of their obligations undertaken herein with respect to Confidential Information received pursuant to this Agreement shall survive till perpetuity even after any expiration or termination of this Agreement.
18. **Non-solicitation.** During the term of this Agreement and thereafter for a further period of two (2) years Company shall not solicit or attempt to solicit Department's employees and/or consultants, for the purpose of hiring/contract or to proceed to conduct operations/business similar to Department with any employee and/or consultant of the Department who has knowledge of the Confidential Information, without the prior written consent of Department. This section will survive irrespective of the fact whether there exists a commercial relationship between Company and Department.
19. **Term.** Subject to aforesaid section 17, this Agreement shall remain valid up to ..... years from the "effective date".

IN WITNESS HEREOF, and intending to be legally bound, the parties have executed this Agreement to make it effective from the date and year first written above.

**For Department**

Name:

Title:

WITNESSES:

1.

2.

**For Company**

Name:

Title:

WITNESSES:

1.

2.

## Irrevocable Undertaking Format

(To be submitted by selected bidder, on ₹ 500/- stamp paper duly notarized)

I Shri / Smt. .... aged, ..... years Indian Inhabitant. Proprietor/  
Partner / Director of M/s..... resident at do hereby give  
Irrevocable undertaking as under;

1. I say & undertake that as specified in section 171 of CGST Act, 2017, any reduction in rate of tax on supply of goods or services or the benefit of input tax credit shall be mandatorily passed on to <DEPARTMENT NAME> by way of commensurate reduction in prices.
2. I further say and undertake that I understand that in case the same is not passed on and is discovered at any later stage, <DEPARTMENT NAME> shall be at liberty to initiate legal action against me for its recovery including, but not limited to, an appeal to the Screening Committee of the GST Counsel.
3. I say that above said irrevocable undertaking is binding upon me / my partners / company / other Directors of the company and also upon my / our legal heirs, assignee, Executor, administrator etc.
4. If I fail to compliance with the provisions of the GST Act, I shall be liable for penalty / punishment or both as per the provisions of GST Act.

Whatever has been stated here in above is true & correct to my / our own knowledge & belief.

Solemnly affirmed at

DEPONENT

This day of

BEFORE ME

Interpreted Explained and Identified by me.



### **Additional Terms and Conditions (ATC)**

1. The bidder shall submit three (03) separate "Bid Specific Manufacturer's Authorization Form (MAF)" for the following three major components which is the backbone of the project:

- (a) Computer / CPU and Processor as per product specification sheet.
- (b) Multi Function Duplex Printer as per product specification sheet.
- (c) UPS with 3 hours battery backup as per product specification sheet.

2. Since this is a GEM bid, Tender Document Fee is exempted to ALL bidders.

3. All bidders, either general bidders or MSEs, shall submit all the relevant declarations as per RFP document in Stamp paper of designated amount (Rs.500/- or Rs. 100/- as the case may be as per RFP).

4. MSE shall be exempted from submission of Earnest Money Deposit (EMD) of Rs. 3,50,000/-. NO exemption shall be given to MSE for performance bank guarantee (PBG). NO preference shall be given to MSE for bid price matching as decided by State Level Implementing and Monitoring Committee (SLIMC).

5. If a bidder does not have presence in Gangtok, Sikkim, the bidder shall submit a specific declaration (in relevant stamp paper with denomination as per RFP) that the bidder shall establish an office/service centre with adequate manpower near client premises i.e. Gangtok, Sikkim within 30 days from the date of award of this bid. In non-compliance of the clause, the decision made by the SLIMC shall be final.

6. Only specific RFP clauses are highlighted in this Additional Terms and Conditions (ATC) document. For other clauses and printable forms / formats / declaration forms / query formats / letter templates / email address for query submission / bank account details for EMD submission etc., bidders may refer the RFP document. The bidders are advised to go through all the RFP clauses and ATC clauses in detail before placing the bid. RFP is available for download in the web portal of Government of Sikkim [www.sikkim.gov.in](http://www.sikkim.gov.in) and SISCO Bank Ltd. [www.siscobank.com](http://www.siscobank.com)

7. This bid is a two packet bid, which means that the bid evaluation shall be done in two rounds, technical evaluation round and financial evaluation round. Any bidder who fails to qualify in the technical round shall be allowed 24 hours window for submitting queries/representation. Financial bid shall be evaluated after 48 hours of technical bid opening date.

8. No request for extension of EMD submission date/Tender opening date/bid timelines/project commissioning timelines etc. shall be entertained under any circumstances. NO request for modification related to Supply/Warranty/AMC etc. shall be entertained under any circumstances.

9. On participation to this GeM Bid, the bidder is mandated to ACCEPT all the terms and conditions of the RFP document and the Additional Terms and Conditions (ATC). The bidder is mandated to ACCEPT that the SLIMC committee has full discretion to decide the outcome of the bid evaluation round of this bid so as to ensure that the proposal made by the bidder is optimally responsive to the project needs and is in the interest of the stakeholders of the project.

10. Any dispute arising out of or in connection with this agreement shall be subject to the jurisdiction of the courts of law in Gangtok, Sikkim.