

# IT Vendor Empanelment Guidelines

## **OBJECTIVE:**

The objectives of the IT vendor empanelment guidelines document are:

- a. To enhance efficiency, effectiveness and transparency in procurement decisions by various Government organization in the state of Sikkim.
- b. To enable Government departments and agencies to entrust works relating to design, development and implementation of e-Governance projects on an outcome basis, balancing cost-effectiveness and transparency.

## **CATEGORIES OF SERVICES FALLING UNDER THE PURVIEW OF THIS DOCUMENT:**

### **1. Software and IT Services:**

The Vendors/firms dealing in any one or combination of the following services are required to empanel with the Department of Information technology, Government of Sikkim.

- i. Development and maintenance of web-sites /portals;
- ii. Enhancements or improvements to existing software projects;
- iii. Maintenance and/or support for software applications;
- iv. Data Entry services ;
- v. Design and development of MIS reports;
- vi. Miscellaneous Software Services.

### **2. Hardware, Networking and Other IT Products**

The Vendors/firms dealing in supply of any one or combination of the following hardware/ICT products are required to empanel with the Department of Information Technology, Government of Sikkim.

- i. Laptop, Desktop, printer, scanner, Mobile phone, Tablet.
- ii. Server, storage, tape library, hard drive and portable storage devices.
- iii. Network equipment like router, switch, bridge, hub, NMS and EMS
- iv. Passive components like patch cable, CAT 6 cable, Racks
- v. Information Security products like firewall, anti-virus software,
- vi. Non-IT equipment like UPS, Inverter, Batteries and DG sets
- vii. Security & surveillance equipment, Bio-metric devices, Iris devices, RFID, Video & Audio conferencing equipment, Office Automation equipment.

### **3. Platforms**

The Vendors/firms dealing in supply/use of any one or combination of the following software development platforms products are required to empanel with the Department of Information Technology, Government of Sikkim.

- I. Operating Systems
- II. RDBMS
- III. Application Integration software

### **4. Commercial off-the-shelf (COTS)**

A COTS product is a software product designed to deliver specific standard functionality. A COTS product does not require custom development before deployment. The Vendors/firms dealing in supply of any one or combination of the following application software products are required to empanel with the Department of Information Technology, Government of Sikkim.

- i. GOTS (Government Off-The-Shelf)
- ii. Office Automation and productivity tools (like Word processing, spreadsheets, project management)
- iii. ERP products
- iv. CAD/CAM products
- v. GIS products and tools

### **5. Mobile Apps**

M-Governance aims to provide Government services to the people through mobile phones and tablets. Mobile apps are fast for adoption, easy to learn and operate and convenient to the users. The Vendors/firms dealing in development of any one or combination of the following types of Apps for Android and IOS devices are required to empanel with the Department of Information Technology, Government of Sikkim.

- i. Native Apps
- ii. Web Apps.
- iii. Hybrid Apps

### **6. Training Institutes**

The Institutes dealing imparting of training to any one or combination of the following types of courses are required to empanel with the Department of Information Technology, Government of Sikkim.

- i. Any computer programming languages
- ii. Any multimedia tools
- iii. Any software/hardware diploma courses

- iv. Any computer Hardware courses.
- v. Any Networking courses.

Empanelment is subject to physical inspection of training institute premises by the officers of Department of Information Technology.

## **7. Cyber Cafes**

Cyber Cafes that allow customers to use the computers provided for accessing the internet, playing games, chatting with friends or doing other computer-related tasks and access to the computer and internet is charged based on time.

Empanelment is subject to physical inspection of cyber cafe premises by the officers of Department of Information Technology.

# **INSTRUCTIONS TO VENDORS:**

## **1. Eligibility**

This invitation for empanelment is open to all firms within Sikkim, who are eligible to do business in Sikkim under relevant laws.

Vendors marked/considered by DIT to be ineligible to participate for non-satisfactory past performance, corrupt, fraudulent or any other unethical business practices shall not be eligible.

Breach of general or specific instructions for bidding, general and special conditions of contract with DIT or any of its user organizations may make a firm ineligible to participate in the process.

## **2. Empanelment forms**

Vendors are required to submit the application form for empanelment through the state portal [www.sikkim.gov.in](http://www.sikkim.gov.in).

## **3. Cost of proposal submission**

The vendor shall bear all costs associated with the preparation and submission of its proposal, and DIT will in no case be responsible for those costs, regardless of the conduct or outcome of the bidding process.

Vendor is expected to examine all instructions, forms, terms, and specifications in the documents. Failure to furnish all information required by the documents or to submit a proposal not substantially responsive to the documents in every respect will be at the vendor's risk and may result in the rejection of its proposal.

The Application processing fee for empanelment needs to be paid online along with the submission of the form. The Application processing fee is not refundable and is valid only till the period of empanelment.

#### **4. Clarification of Empanelment documents**

The concerned person will respond to any request for clarification of documents in the pre Empanelment meeting. No clarification from any vendor shall be entertained after pre Empanelment meeting time for seeking clarification mentioned in Proposal notice. It is further clarified that DIT shall not entertain any correspondence regarding delay or non-receipt of clarification from DIT.

#### **5. MAF**

The Vendors have to submit the scanned copy of the Manufacturing Authorization Form (if any) for the products to be empanelled. Preference shall be given to vendors who submit the MAF.

#### **6. Security deposit for Empanelment**

The vendor shall furnish security Deposit @Rs. 20, 000/- at the time of submission of their application and should be in the form of Earnest Money Deposit (EMD) addressed to The Secretary, Department of Information Technology, Government of Sikkim.

The proposal security is required by DIT to:

- Assure Vendor is completing the supply/delivery/development of items on time.
- Responding to the Tender/quotation calls through the portal.
- Assure vendor is supplying/delivering items within the market rates of the products.

All the vendors have to obtain the receipt for the security Deposit paid towards empanelment. The Original receipt has to be produced for refund of the same whenever the vendor withdrawn from empanelment or expiry of the empanelment.

Unsuccessful vendor's proposal security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of proposal validity prescribed by DIT.

The successful vendor's proposal security deposit will be discharged only upon a written request by the vendors for withdrawing from the empanelment.

Default is said to have occurred: if the vendor fails to deliver any or all of the services within the time period(s) specified in the purchase order or any extension thereof granted by DIT or if the vendor fails to perform any other obligation(s) under the Limited Tenders.

If vendor does not respond to the Limited Tender enquiry/or quotation for 5 sequential enquiries (even fail to submit regret letter).

All disputes in this connection shall be settled in the jurisdiction of Gangtok.

## **7. Evaluation of Proposals**

The proposal documentation shall be evaluated in two steps.

Firstly, the documentation furnished by the vendor will be examined prima facie to see if the technical skill base and financial capacity and other vendor attributes claimed therein are consistent with the needs of DIT.

In the second step, DIT may ask vendor(s) for additional information, visit to vendors site and/or arrange discussions with their professional, technical faculties to verify claims made in proposal documentation.

Past track record of vendor in supply/ services and

Any other specific criteria indicated in the tender call and/or in the specifications.

## **8. DIT's right to accept any proposal and to reject any or all proposals.**

DIT reserves the right to accept or reject any proposal, and to annul the empanelment process and reject all proposals at any time prior to award of empanelment, without thereby incurring any liability to the affected vendor(s) or any obligation to inform the affected vendor(s) of the grounds for such decision.

## **9. Notification of Empanelment**

DIT will notify the successful vendor in writing that its application has been accepted, and the empanelment is valid for the specified period as mentioned.

## **10. Corrupt, fraudulent and unethical practices**

“Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the process of contract execution.

“Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to detriment of the purchaser, and includes collusive practice among Vendors (prior to or after proposal submission) designed to establish proposal at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition.

“Unethical practice” means any activity on the part of vendor which tries to circumvent tender process in any way. Unsolicited offering of discounts, reduction in financial proposal amount, upward revision of quality of goods etc after opening of first proposal will be treated as unethical practice.

The vendor will have to submit an undertaking in prescribed format that they have not indulged in Corrupt, fraudulent and unethical practices in the past and neither will they do so in the future.

DIT will reject a proposal for award and also may debar the vendor for future proposal in DIT, if it determines that the vendor has engaged in corrupt, fraudulent or unethical practices in competing for, or in executing a contract.

### **11. Submission of rates:**

The vendors/firms dealing with the supply of hardware/networking/application software products are required to submit the rates of various products they deal with on a monthly basis, online through the State Portal [www.sikkim.gov.in](http://www.sikkim.gov.in) after the registration process is completed. The format for the same shall be determined by the submitting vendor/firm.

### **12. Guidelines on procurement of computers and its peripherals:**

The vendors/firms dealing with the supply of hardware/networking/application software products are required to follow the guidelines for procurement specified by DIT. In the event of failure to comply with the guidelines, the empanelment will be cancelled by DIT after issuing three (3) notices for the same.

### **13. Blacklisting**

The vendors after empanelment and quoting rates for their products above the market rate as deemed by DIT will be issued a warning for two (2) such occurrences. For three (3) such occurrences the vendor will be blacklisted by DIT and will not be considered eligible for empanelment for a period of five (5) years.

## **Special Conditions of Empanelment**

If any vendor blacklisted by DIT or by any State Government / Central government Dept., Local Bodies/PSU/Autonomous Bodies, University etc the vendor empanelment will be cancelled.

Correct/relevant information / data have to be furnished by the vendors

The applicant should make sure before applying for a particular type of Category, that the vendor/firm has the required eligibility criteria & experience for that category of work/ item.

Applications incomplete in any respect, viz non-submission of any required document or information, or fee in requisite amount are liable for rejection.

The following essential documents (whichever is applicable) should accompany with the application form:

- GST/ TIN No / Service tax registration certificate
- Trade License; Factory License
- Income tax Permanent Account No. (In the name of firm if not a proprietorship firm)

- Memorandum and Article of Association, Certificate of Incorporation, Partnership Deed, Registration Certificate issued by the Registrar of Firms etc.
- Audited balance sheet or Profit & loss account for last three years. Or else, Annual turnover certificate for last three years duly certified by a CA firm.
- ISO certification if any.
- A notarized certificate that the vendor has not been black listed by any institution of the Central/ State Government / PSU/Autonomous Bodies, Universities, etc. in the past three years should be submitted in his/her own format.

DIT may ask the registered vendor/contractor to submit any other certificate from time to time as it may deem fit.

Service Centers: Service Centre in Sikkim/ in major cities, to be provided. Bidders not enclosing the service centre details will be rejected. For authorized distributor / OEM centers the vendor shall produce a copy of the valid agreement / undertaking from authorized distributor / OEM.

## **General Terms & Conditions**

### **General Terms & Conditions of Empanelment**

1. The said registration qualifies a particular vendor for consideration for issue of tender notification in case of Limited Tenders for relevant category only for which vendor is registered/empanelled. However, this will not give any claim to the party for award of work / purchase order.
2. DIT reserves the right to accept, consider or reject any or all applications without assigning any reasons thereof. The decision of DIT in respect of registration of parties for various categories of work / items shall be final & binding on all concerned registered firms / vendors in the panel of DIT.
3. Vendors once empanelled, shall have to promptly reply to all the enquiries, execute orders as per the order terms of DIT and keep the DIT informed of new products/ developments / innovative ideas that shall help reduce the cost and improve quality, reliability, etc.
4. In case, if empanelled vendor is found in breach of any terms & condition(s) of DIT or supply/work order, at any stage during the course of supply / installation or warranty period, the legal action as per rules/laws, shall be initiated against the vendor and Security Deposits shall be forfeited by DIT, besides debarring and blacklisting the vendor concerned for at least three years for further dealings with DIT.
5. The vendor should not assign or sublet the empanelment or any part or it to any other vendor in any form. Failure to do so shall result in termination of empanelment.
6. All registered firms are expected to maintain absolute integrity, follow a decent standard of business ethics and do nothing unbecoming of a registered supplier. In all future correspondence with DIT, empanelled vendors are required to quote the Registration No.
7. DIT has all the rights reserved to add / delete / alter any of the items and to amend / add any of the terms and conditions included in the registration granted to firms with effect from any date, without assigning any reason(s) for the same.
8. The empanelled vendor shall indemnify the DIT and user departments against all third party claims of infringement of patent, trademark/copyright or industrial design rights

arising from the use of the supplied items and related services or any part thereof. DIT / User department stand indemnified from any claims that the vendor's manpower may opt to have towards the discharge of their duties in the fulfillment of the purchase orders.

9. The period of empanelment shall be for one (1) year, after which the vendor/firm are required to renew their empanelment. Non renewal of empanelment within one (1) month from the date of expiry of empanelment contract shall be deemed to be considered as "failure to renew" and the empanelment will be cancelled thereof.

### **Items - Services - Category List & Qualification criteria**

		<b>MAF/Authorized Channel Partner (ACP)</b>
<b>1. PC Hardware</b>		
1.	Desktop, Notebook/Laptop Systems	MAF
2.	Printers / MFD, Scanners	MAF
3.	UPS Systems	MAF
4.	Servers	MAF
5.	Tablets	MAF
6.	SAN Storage / Server racks	MAF
<b>2. Peripherals</b>		
7.	Information Kiosks	MAF
8.	Photo Copiers	MAF
9.	Fax machines	MAF
10.	LCD Projectors/ DVD Players	MAF



11.	TV/Display Panels, Monitors, TV Tuner Cards	MAF
12.	Mobile Handsets, Power banks, Batteries(Note Book, Mobile)	MAF
13.	Access control systems /Biometric Devices/ Bar code scanners/ readers	MAF
14.	Hard Disk Drives, Memory (RAM), CD/DVD Writer, Key Board, Mouse, Head Sets, Power Cards	MAF
15.	Computer Consumables - Printer Consumables, Cartridges, Toner, Ribbon, Printer Head, Fuser Assembly - Media, USB Sticks, DVD, Backup Tapes, DV Cams	MAF
<b>3. Software Vendors (off the Shelf Products)</b>		
16.	Microsoft Product	ACP
17.	Oracle Product	ACP
18.	Security &Antivirus Software	ACP

19.	Open Source	ACP
20.	GIS/GPS Products / other Software	ACP
<b>4. Office Equipment</b>		
21.	EPABX, Telephone Devices	MAF
22.	PAS: Public Addressing System	MAF
23.	Video Cameras	MAF
24.	Air conditioners	MAF
25.	Computer Furniture	MAF
26.	Fire Extinguisher	MAF
<b>5. Networking Services (LAN &amp; WAN)</b>		
27.	Network Cabling works, Electrical Works	-
28.	Hubs/ Switches, Modems, Leased Line Modems, Routers, UTM, Wireless Access Points	MAF
29.	Receive only Terminals (ROTs)	MAF
30.	Video Conference Equipments	MAF
31.	UPS Peripherals &, Network	MAF
<b>6. Application Development</b>		

32.	Software (application Development)	CMMi L3
33.	Custom Software support (AMC)	CMMi L3
34.	ERP implementation	CMMi L3
35.	GIS /GPS solutions	CMMi L3
<b>7. Security &amp; Surveillance Equipment</b>		
36.	CC Cameras, PTZ Cameras	MAF
37.	X-Ray Machines	MAF
38.	Metal Detectors	MAF
39.	Fence	MAF
40.	Bollards	MAF

The department may stipulate the following Terms & Conditions on award of Supply/Work Orders:

1. Taxes: GST extra as applicable

2. Full payment will be made in producing POD (Proof of Delivery) and production of documents on satisfactory delivery and installation certificate signed by the receiving Officer of the installation location / site.

3. Terms of warranty: The warranty period on all components and items will be for a minimum duration of 1 year w.e.f from the date of supply, installation & commissioning.

4. Warranty period: After sales service - within 48 hrs (forty eight hours).

5. Penalty for delay: A penalty of 1% of the total amount will be levied for a delay of every 15 days and the supply order will be treated as cancelled automatically after a delay of 45 days.

6. The inspection committee of DIT reserves the right to inspect the premises of the empanelled firms at any point of time to ensure that sufficient facilities are maintained to service the equipment and other IT related works/supply orders executed by them.

7. Sub-letting of supply order or work order to another firm is not permitted.

8. Any items found in non-working condition or not conforming to the specifications will be rejected and the replacement will be done by the vendor / supplier concerned at his own cost.

9. All firms should be prepared to provide maintenance service for the equipment they have sold/supplied with or without AMC for a minimum period of 3 years.
10. In the event of any dispute arising out of the work/supply order, the proceedings shall be subject to the jurisdiction of any appropriate courts in the State of Sikkim.
11. On expiry of warranty the departments may execute a MoU on Annual Maintenance with the vendors.

#### **ANNUAL MAINTANANCE CONTRACT (AMC)**

1. The AMC period shall be for 1 (one) calendar year w.e.f. the date of signing the MOU.
2. The AMC does not include Software maintenance. Service Calls which are software related may be billed extra.
3. AMC service call is attended within 48 hrs (forty eight hours).
4. AMC service within 72 hours will be subject to provision of standby machines/equipment or replacement of machine / equipment with similar or better specifications.
5. Penalty of Rs. 500/- (Rupees five Hundred) per day will be realized from the maintenance party for inability to fulfill conditions at Sl. 4 till the problem is rectified.
6. Printer components such as print heads, transfer drums, Ink / toner cartridges, ribbons, ribbons cartridges which are consumable items are not covered under the AMC.
7. AMC within 72 hours will not include scheduled holidays unless provisions are made to keep the premises open for repair / restoration works.
8. Machines may be taken out of premises for repair / restoration works with due permission from competent authority.
9. A.M.C rates to be charged @10% of the cost price of the product.