

**H.P STATE ELECTRONICS DEVELOPMENT
CORPORATION LIMITED**

(H.P Government Undertaking)



RFE NO. HPSEDC/CC/Web-Dev./2K20

HP State Electronic Development Corporation

(HPSEDC)

Invites

REQUEST FOR EMPANELMENT (RFE)

FOR

EMPANELMENT OF IT AGENCIES Registered in Himachal Pradesh

For

Website Development

1st FLOOR, IT BHAWAN, MEHLI, SHIMLA-171013.

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Request For Empanelment (RFE) for Website Development

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1. Invitation to Empanelment

- a. HP State Electronic Development Corporation (HPSEDC) invites RFEs for empanelment of eligible Information Technology Solutions and Service providing firms registered in Himachal Pradesh for providing Website Development and Maintenance Support services to various Corporations/ Boards/ Societies and Departments of Government of Himachal Pradesh as Implementing Departments.
- b. Service Providers are advised to study the RFE document carefully. Submission of RFEs shall be deemed to have been done after careful study and examination of the RFE document with full understanding of its implications. This section provides general information about the Issuer, important dates and addresses.
- c. The background, objectives and Scope of Work (SoW) to be accomplished by the Service Providers are provided in the subsequent sections of this document.
- d. This Request for Empanelment document is not a Request for Proposal (RFP) in any form and would not be binding on the HPSEDC in any manner whatsoever.
- e. To be considered for empanelment process Service Providers should submit their proposal against this RFE in accordance with the requirements described in this RFE.
- f. HPSEDC reserves the right to update, amend and supplement the information in this document including the qualification process before the last date and time of receipt of RFE.
- g. This document is non-transferable.
- h. This Invitation for Request for Empanelment (RFE) has been published in the official website of HPSEDC (<http://www.hpsedc.in>) on 10/11/2020 by way of a RFE notice:
- i. The detailed RFE Document contained in the following sections has been prepared to elaborate all conditions of this RFE document. In case of amendments/ changes (if any, based on feedback/ queries from any Service Providers) in this document, please check the corrigendum on <http://www.hpsedc.in>.

2. Key Events and Dates

S. No	Information	
1.	Advertisement Date	10-11-2020
2.	RFE Cost	Rs.5,000
3.	Annual Empanelment/ Registration Fee	Rs. 5,000/- (Rs. five thousand only) for one-year. Empanelment Fee will be deposited by the concerned empanelled bidder within 10 days after issuing of empanelment letter.
4.	Last date (deadline) for submission of RFE in hard copy	28-11-2020 upto 2.30PM
5.	Earnest Money Deposit (EMD)	Rs.50,000/- through DD or RTGS under account no. 55069383586 IFSC Code SBIN 0051132 of SBI Branch Khalini, Shimla.
6.	Performance Bank Guarantee (PBG)	The empanelled Service Provider has to submit a PBG of Rs. 50,000/- with validity of 27 months. No separate PBG will be required. PBG format as per Annexure-I.
7.	Opening of RFE	28-11-2020 at 4.00PM
8.	Contact Details	General Manager (Technical), M-9418450005, hpsedc@hpsedc.in

Note: Already empanelled companies may be continue their empanelment, after submission of Annual Empanelment Fee of Rs. 5,000/- (Rs. five thousand only). Otherwise their empanelment will not be continued.

3. Background and objectives

1) Role of HPSEDC:

The role of HPSEDC is to promote, establish, run, manage, execute, administer, supervise, finance, advise, improve, assist and to develop and operate schemes including investment, financial and electronics with or without government aid/ assistance and with or without foreign collaboration, and for the purpose to prepare and or cause to be prepared investigations and statistics and other relevant information and to provide consultancy services for the establish companies, subsidiary or other-wise and associations for setting up industries in the line of production which are important in the opinion of the Corporation for the development of Electronics and Electrical industries.

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The major activities of the corporation can broadly be categorized into the following areas:

- a. Consultancy and Promotional Services related to development of Electronics and IT in the State.
- b. Software Development and Computerization on turn-key solution by providing optimum computer hardware / software's and other peripherals.
- c. Procurement & Marketing of All types of Electronic Office Automation including Medical and Pollution control products.
- d. Development of Industrial Buildings/ Sheds and Areas.
- e. To provide prompt after - sales - support / services for the supplied / installed Electronics items by the Corporation to the concerned users departments. Corporation to the concerned users departments.

2) Requirement:

- a. The demand for many G2C, G2G and G2B e-Governance Services are growing since the State Government has realized the benefits of the use of ICT leading to better governance.
- b. All the Government departments/ organizations are intending to get their websites developed and maintained so that information is made available to all the stakeholders on a continuous and effective manner.
- c. To meet this growing demand for short term and long term HPSEDC intends to empanel eligible Service Providers to provide various services to assist in web development, rollout, training and maintenance activities.
- d. These empanelled Service Providers would be eligible to take up various website development and maintenance jobs in different State Government departments on a cost arrived based on the criteria mentioned in the relevant section of this document.
- e. The need of empanelment Service Providers is to strengthen the capacity of HPSEDC for providing services to the departments as various demands of website development come from the State Government Department sand corporations.
- f. The empanelled Service Providers will only be engaged for the website development related jobs of the financial values mentioned in this document. The jobs above these values will have to be taken up through an Open tender process.
- g. The empanelment will be a continuous process, which will be done once a year. The existing empanelled Service Provider may continue the empanelment by depositing the annual empanelment fee fixed by HPSEDC provided the performance is satisfactory and nothing contrary has been observed/ reported.
- h. HPSEDC may terminate the empanelment of a particular Service Provider in case some his performance is not found satisfactory based on the report received from the departments/ organizations for which the job has been assigned to the empanelled Service Provider.

4. Scope of services in relation to an engagement

The Service Provider is supposed to take up various Website development and Maintenance jobs as per requirement of State Government Departments/ organizations. The scope and costing of the job would be as under:

1) Website Development:

The cost of any website depends on how it is made. While calculating the cost, designs, features, size, number of screens, platform – everything is taken into consideration. Therefore, following scientific method may be used for calculation of cost of website:

a. Basic Website:

- Logo and Home Page design: 10,000/-
- Design of website: 10,000/-
- Web Page with text and images: 1,000/- per page
- Image editing: 5,00/- per image
- GIGW and W3C compliance: 5,000/-
- Google Analytics: 1,000/-

b. Website with Custom features:

- Custom CSS, XHTML and responsive design: 15,000/- per site
- Search engine optimization: 10,000/-
- Flexible image editing for RWD: 2,000/- per image
- Flash Art Creation/ Motion Graphics: 2,000/- per Art
- AIC Compliance: 10,000/-

c. Website with Content Management System (CMS):

- CMS integration with security audit: 50,000/- per site

Content updation and Maintenance Cost per annum: 20% of the cost of website development (Rs.5000/ minimum to Rs.30,000/- maximum). Content will be provided in soft/ electronic form.

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However, there is some minimum and maximum effort required to complete the design and development of website. Therefore, some minimum and maximum cost per website is to be fixed. Accordingly, the features and cost of each category of website is as under:

Basic Website – [25,000 to 75,000]

- A basic website will have a simple online brochure made out of a boilerplate template (or format) where citizens and clients can review the services and information about the department. The basic website may be the best salesperson, working 24 hours a day by just showing up the important information about the organization to take message out to the world. It will provide a digital launch pad, where organizations can showcase their products or services. The Service Provider will install Google Analytics too.

Custom Website – [50,000 to 1,00,000]

- Website will be custom-tailored to meet the specific market needs as they include custom CSS and XHTML coding so that the website will show up the same on virtually every interface.
- It will have responsive web design (RWD) to make web pages render well on a variety of devices and window or screen sizes. A site designed with RWD adapts the layout to the viewing environment by using fluid, proportion-based grids, flexible images
- The website will be optimized for Google, Yahoo, and Bing so that it ranks better in organic keyword searches.

Website with Content Management System (CMS) – [1,00,000 to 1,50,000]

- It will have CMS feature to manipulate, upload and change the pictures, content, and blog. By enabling a CMS interface, these websites are designed to be user-friendly (as user-friendly as possible for a non-tech inspired individual).
- These sites will have ability to get “social” with blogs
- Keyword research facility will be there to help people find information.

Note: The above rates are exclusive of Taxes. Taxes/ GST will be extra as applicable at the time of billing.

Terms and conditions:

1. The open source platform should be used for development of websites. However, departments may specify the platform depending upon availability of the same with them for hosting.
2. The minimum and maximum charges will be applicable as indicated for each category.
3. Domain name and hosting space will be provided by concerned department/ organization
4. Content will be provided by the department in the soft/ electronic form.

5. Instructions for Empanelment

In order to be considered for empanelment, Companies/Service Providers should submit their offers (hereinafter called RFEs) conforming to the following instructions:

- a** Interested companies/Service Providers can submit their application along with Non-refundable payment towards application processing fee of Rs. 5,000/- (Rupees five Thousand Only). All necessary supporting Documents as mentioned in the proposal should be submitted along with the Application.
- b** The Application Form should be complete in all respects. The details provided by the Company/Service Provider in the Forms, should be complete, valid, current and active.
- c** Incomplete offers will be rejected without giving any reason.
- d** The empanelment of Consultants shall follow a single stage process:

6. Instructions to Service Providers: -

- I. During qualification and technical evaluation of RFEs, HPSEDC, may at its discretion, seek clarifications from the Service Providers on their RFEs and the Service Providers are required to respond within the time frame prescribed by HPSEDC.
- II. At any time prior to the prescribed last date for receipt of offers, HPSEDC reserves the right to modify the RFE. The amendments and modifications to the RFE shall be notified on the HPSEDC website (<http://www.hpsedc.in>), which shall be binding on the Service Providers. Service Providers are advised to frequently visit the website of HPSEDC for updates.
- III. RFE from a consortium of Service Providers are not allowed.

- IV. The RFE prepared by the Service Providers and all correspondence and documents relating to the RFEs exchanged between the HPSEDC and the Service Providers shall be in English language.
- V. All pages of the RFE should be initialled and stamped by the Authorized Representative of the Service Provider. Where an assigned Authorized Representative has signed the RFE, a Certificate of Authority should be submitted.
- VI. The cost related to the empanelment shall be borne by the Service Provider.

7. RFE Documents

The RFEs prepared by the Company/Service Provider shall comprise and conform to the following Standard forms:

7.1 Qualification Proposal

- I. Qual Form-1 (Qualification Proposal Submission Form)
- II. Qual Form-2 (Service Providers' Organization and Experience)

7.2 Technical Proposal

- I. Tech Form-1 Technical RFE submission form
- II. Tech Form-2 Overall experience and organizational strength
- III. Tech Form-3 Qualification and Competence of professional staff
- IV. Tech Form-4 Statement for seeking clarifications and deviations in the document.

8. Evaluation Criteria: -

8.1 Qualification and Technical Evaluation

The Companies/Service Providers will be short listed based on qualification criteria defined as below: -

No.	Pre-qualification Criteria	Supporting Documents to be furnished
1.	The Company/Service Provider should be registered in Himachal Pradesh under the Companies Act 1956/ 2013 or Partnership/ Proprietary firm registered in Himachal Pradesh.	Certificate of Incorporation/ Registration, the valid GSTN, PAN and ITR, in the name of the firm is required to be attached with the RFE.
2.	The Company/Service Provider should be operating in the field of Information Technology where Service Provider is seeking empanelment.	Attested copy of the Memorandum or Articles of Association. Registration certificate in case of

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		Partnership/ Proprietary firm, the valid GSTN, PAN and ITR, in the name of the firm is required to be attached with the RFE
3.	Annual turnover min. Rs. 25 lacs during last year	Audited Annual Financial Statements and Annual Report and Certified statement from the Current Statutory Auditors of the Company/Service Provider.
4.	The Service Provider should have completed at least three (3) engagements in their services offerings in any Private Enterprise or Government during the last 3 Years	<ul style="list-style-type: none"> • Certificate from the current authorized signatory of the Company/ Service Provider stating the scope of work of that project. • Work Order/ Completion Certificate/ Client Certificate and citations. • In the event of a multi-stage, multi-service engagement, a Statement of completed phase supported by a client certificate or documentation AND payment realization shall also be considered equivalent.
5.	The Company/Service Provider should have minimum five (5) Full Time Technical Resources on their own payroll as on date of submission of RFE	Self-Certificate for number of resources and list of professionals from the current authorized signatory of the Company/ Service Provider along with their Provident Fund Numbers.
6.	The Company/Service Provider should enclose Demand Draft or through RTGS towards non-refundable tender cost of Rs. 5,000/-	<p>Demand Draft in favour of Managing Director, HPSEDC</p> <p>RTGS Account No. 55069383586 IFSC Code SBIN 0051132 of SBI Branch Khalini, Shimla</p>
7.	The Company/Service Provider should also enclose Demand Draft or through RTGS towards Earnest Money for Rs. 50,000/-	<p>Demand Draft in favour of Managing Director, HPSEDC</p> <p>RTGS Account No. 55069383586 IFSC Code SBIN 0051132 of SBI Branch Khalini, Shimla</p>
8.	The Company/Service Provider should not have been blacklisted as on the last date of submission of offer by any Government Service Provider in India or under a declaration of ineligibility for fraudulent or corrupt practices or inefficient/ineffective performance.	Certificate from the current authorized signatory of the Company/Service Provider.

9. Terms and Conditions of Empanelment

- a. The company/ organization empanelled with HPSEDC shall be called as Service Provider.
- b. **Period of Empanelment:** The empanelment of the service providers will be for a period of two years from the date of issuance of letter of empanelment after which the empanelment may be renewed on request of the service providers after payment of annual empanelment fee of Rs. 5,000/- (Rs. five thousand only), based on their performance on the job awards/ job orders during their empanelment period. However successful agencies have to submit an amount of Rs. 5,000/- as empanelment fee for the year 2020-21 non refundable within 10 days after issue of award letter.
- c. The jobs requirements received by HPSEDC will be allotted among empanelled Service providers in the following manner: -
 - i. On receipt of job requirement by HPSEDC from the State Government Departments, HPSEDC shall study the client's requirement in consultation with the client Department and HPSEDC will prepare scope of work and estimated cost of the project.
 - ii. The scope of work will be circulated to the panel of empanelled Service Providers
 - iii. The empanelled Service Providers will submit their proposal to HPSEDC/ concerned department directly within stipulated time and if project demands then Service Provider/ Service Providers may be asked to submit techno-commercial proposal based on the rates fixed in this document.
 - iv. The selection will be based on the proven competence proposal received.
- d. The work will be allotted to as many panellists as possible by rotation provided their proposal and consent to take up the job has been received. The Service Providers will, unless demanded by project, technical or experience considerations, not be allocated subsequent work until the project in hand is completed satisfactorily.
- e. The final bill of material will be got approved by the Service Provider from the concerned organization based on the work done and the same will be finalized through a "Committee" formed for this purpose by HPSEDC, based on which payment will be released to the empanelled Service Providers.
- f. HPSEDC is free to award any work to service provider based on their past expertise and satisfaction level on the empanelled rates.
- g. If an Agreement/ MOU is required to be signed by the HPSEDC with the client department for execution of the Job order, an Agreement/ MOU with similar clauses shall have to be signed by the concerned empanelled Service Provider with HPSEDC on back to back basis for smooth execution of the order.

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- h. After receipt of the payment from the client department, running payments may be released to the Service Providers as per the terms and conditions of the Job order awarded to the Service Provider by HPSEDC and review of the progress in project.
- i. Payment terms will be as under:
 - i. Approval of design by the department: 40%
 - ii. Development and hosting: 40%
 - iii. Compliance certificate submission: 20%
- j. Content updation and maintenance support charges will be extra @20% of the cost of website which will be paid at the end of each quarter in equal instalments.
- k. It shall be the responsibility of the Service Provider to provide the Laptop, Desktop, Internet connectivity and Mobile phones to the resources deployed in the project.
- l. RFEs received by HPSEDC will be screened for requirements, experience and qualifications. HPSEDC may carry out physical inspection/ verification of the information given by the Service Providers/ Service Providers' infrastructure setup. The Service Providers will be selected on the basis of their existing experience, personnel availability, technical competence and experience of related Job category/ categories. Service providers may apply for the empanelment in different expertise / levels of competence.
- m. Any Pre-conditions of the Service Provider submitted with the RFE, shall not be binding on HPSEDC.
- n. HPSEDC reserves the right to inspect the site of the service provider at any time and if the infrastructure is not found adequate as per this RFE document requirements, the empanelment of the service provider will be cancelled.
- o. If the service provider hides some information or gives a wrong information or is found misrepresenting, empanelment of that Service Provider shall be cancelled and HPSEDC would not be under any obligation to give any clarification or damages.
- p. The service provider shall have to be careful, diligent and show workman like manner in conformity with the accepted standard practices as per industry norms.
- q. If a Service Provider is found to obtain jobs/services by means of using fraudulent techniques then their empanelment shall be cancelled and punitive actions may be initiated against them.
- r. HPSEDC reserves the right to terminate in whole or part this empanelment without assigning reasons, including modifications, to the extent that it is feasible and permitted within the spirit of this requirement.

10. Instructions to Service Providers

In order to be considered for empanelment Service Providers should submit their RFEs conforming to the following instructions.

A. Name of the assignment: Empanelment of Service providers for website development.

B. **Non-refundable RFE cost:** This Request for Empanelment (RFE) document is available on the website <http://www.hpsedc.in> and can be downloaded online. However, at the time of submission of the RFE, Service Providers are required to pay “Request For Empanelment” document fees as mentioned in as per clause “**Key events & Dates**”, in the form of a Demand Draft drawn in favour of “Managing Director, HPSEDC” payable at Shimla, which is non-refundable. If the RFE Document is downloaded from the website, this fee will have to be deposited along with the RFE as a separate bank draft. HPSEDC shall not be responsible for any kind of postal delay in receiving the RFE document.

C. **Earnest Money Deposit (EMD) and Registration Fee:** The Service Provider shall furnish Earnest Money Deposit (EMD) and Registration Fee as mentioned in as per clause “**Key events & Dates**”, in the form of DD from nationalized bank drawn in the favour of “Managing Director, HPSEDC” payable at Shimla. Any RFE, submitted without EMD and Tender fee or with the lesser amount may be rejected being non-responsive. No interest shall be payable on the sum deposited as EMD and Registration Fee. No bank guarantee shall be accepted in lieu of the EMD.

D. **Refund of EMD and Registration Fee:** The EMD of the unsuccessful Service Providers (Service Providers who fail to qualify in the empanelment evaluation process) shall be returned after completion of the RFE process.

E. The EMD of the successful Service Providers shall be returned on signing the contract (Letter of empanelment) and receipt of Performance Bank Guarantee.

F. **Forfeiture of EMD:** The EMD shall be forfeited, if the Service Provider withdraws or modifies/alters the RFE after the opening of RFEs and during the validity period or if the Service Provider tries to influence the evaluation process. The EMD shall also be forfeited if the Service Provider quotes zero or incredibly low rates compared to the industry prevalent rates.

G. **Validity period of the RFE:** the RFEs shall remain valid for at least 180 days after the date of RFE opening. RFE valid for a shorter period may be rejected by the HPSEDC as being nonresponsive.

H. **Last date for submission of written queries for clarification:** All queries should be received by HPSEDC not later than the date as mentioned in as per clause “**Key events & Dates**”. Service Provider seeking any clarification should send an email to the contact person in the Standard Form as mentioned in RFE.

I. **Process of empanelment:** The empanelment shall be done as per eligibility of the Service Providers, after scrutiny of the documents supplied by the Service Provider as per requested information in this RFE.

J. During RFE evaluation process, HPSEDC may at its discretion, seek clarifications from the Service Providers on their RFEs and the Service Providers are required to respond within the time frame prescribed by HPSEDC.

K. At any time prior to the prescribed last date for receipt of RFEs, HPSEDC reserves the right to modify the RFE. The amendments and modifications to the RFE shall be notified on the HPSEDC website (<http://www.hpsedc.in>), which shall be binding on the Service Providers. Service Providers are requested to frequently visit the website for updates.

L. RFEs from a consortium of Service Providers are not acceptable.

M. The RFEs prepared by the Service Providers and all correspondence and documents relating to the RFEs exchanged between the HPSEDC and the Service Providers shall be in English language.

N. All pages of the RFE should be initialled and stamped by the Authorized Representative of the Service Provider. Where an assigned Authorized Representative has signed the RFE, a Certificate of Authority should be submitted.

11. Documents comprising the RFEs

A. Service Providers are advised to study this RFE document carefully before participating. It shall be deemed that the RFE has been submitted by the Service Providers after a careful examination and full understanding of its implications.

B. RFEs should be received in one large envelope (the RFE cover) which should be super scribed with the words “Request for Empanelment of Website Development” by Service Providers applying for empanelment of Service Providing firms”. The RFE cover should also clearly indicate the name, address and telephone number of the Service Provider. The RFE cover should contain the following Envelope.

C. Envelope –Qualification-cum-Technical Proposal: Request for Empanelment of IT Service Providers: The envelope should be sealed and superscripted “Qualification and Technical Proposal- Request for Empanelment of Service Providers”. This envelope should contain two hard copies of proposal marked as “ORIGINAL” and “COPY” duly bound with all supporting documents and the Demand Draft for the RFE document fee and the EMD and one soft copy of the RFE in pen-drive or email. In case the RFE document has been purchased from HPSEDC, a copy of the proof of payment of the RFE document fee should be attached. Following document should be part of the proposal.

I. Qual Form-1 (Qualification Proposal Submission Form)

II. Qual Form-2 (Service Providers’ Organization and Experience)

III. Demand Draft of RFE fee.

IV. EMD

V. Tech Form-1 Technical RFE submission form

VI. Tech Form-2 Overall experience and organizational strength

VII. Tech Form-3 Qualification and Competence of professional staff

VIII. Tech Form-4 Statement for seeking clarifications and deviations in the document.

D. Service Provider shall sign and seal the RFE with the exact name of the Company/Firm.

12. Disqualification

The HPSEDC may at its sole discretion and any time during the evaluation proposal disqualify any Service Provider, if the Service Providers:

A. Makes misleading or false representation in the forms, statements and attachments submitted in proof of the statements or eligibility criteria.

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- B. Exhibits a record of poor performance such as abandoning work, not completing the contractual obligations, inordinately delaying completion or financial failures, etc in any project in the preceding three years.
- C. Submits a RFE that is not accompanied by required documentation or is nonresponsive.
- D. Fails to provide clarifications related to the RFE, when sought
- E. Submits more than one proposal
- F. Is declared ineligible by the Government of India/ State/Union Territory Government for corrupt and fraudulent practices.

13. Security Deposit & Performance guarantee

- A. The Service Provider shall furnish a Performance Guarantee (PG) in the form of a Bank Guarantee of any Nationalized/ Scheduled bank drawn in the name of favour of The Managing Director, HPSEDC or Fixed Deposit Receipt pledged in favour of The Managing Director, HPSEDC, valid for 3 months after the completion of job allotted.
- B. Service Provider shall furnish Performance Guarantee for every work order equivalent to 10% of the purchase/ work order value within 15 calendar days of acceptance of work order.
- C. **Forfeiture of Performance Guarantee:** In case of a successful award of the work as defined in this RFE, the Performance Guarantee of the Empanelled Service Provider shall be forfeited under the following conditions:
 - a. If the empanelled Service Provider fails to complete the job allotted due to the reasons attributed to it.
 - b. If the empanelled Service Provider fails execute the award of work as per terms and conditions mentioned in empanelment letter, award of job and contract signed (if any).
 - c. If the empanelled Service Provider violates any such important conditions of this RFE.
 - d. If the empanelled Service Provider indulges in any such activities as would jeopardize the interest of the HPSEDC or client department in timely completion of the work.
 - e. The decision of the client regarding forfeiture of PG shall be final and not be called upon question under any circumstances. A default in such a case may involve black listing of the Empanelled Service Provider.

14. Evaluation criteria and Empanelment

- A. Service Providers are expected to meet the eligible criteria as mentioned in the RFE document. Service Providers failing to either meet these criteria or not furnishing the requisite supporting documents/ documentary evidence is liable to be summarily rejected.
- B. HPSEDC shall constitute an Evaluation Committee, which shall carry out the entire evaluation process.
- C. HPSEDC shall evaluate the proposal with reference to the information submitted by Service Provider and other supporting documents furnished as mentioned in this document.

General conditions of RFE

- A. **Definitions:** In this part, the following interpretation of terms shall be taken:
- a. "The Contract" means an agreement regarding supply of the goods & provision of services entered into between the HPSEDC and the empanelled vendor, as recorded in the Contract Form signed by the parties, including all appendices thereto and all documents incorporated by reference therein.
 - b. "HPSEDC/State Government Department" means the HP Sate Electronics Development Corporation" or any other State Government Service Provider/ Department as notified by State Government.
 - c. "Service Provider", means empanelled vendor supplying the goods and services under this Contract.
 - d. Note: The aforesaid definitions will be valid with respect to Service Providers short-listed to execute the Project. Services to be executed by Service Provider have been explained in detail in this RFE Document.
- B. **Application:** The General Conditions shall apply to the extent that these are not superseded specific by provisions in other parts of this RFE document. A detailed Contract agreement shall be signed after the order is placed. Detailed provisions of such a contract-agreement shall have an over-riding effect vis-a-vis this RFE Document.
- C. **Patent Rights of the Goods:** The empanelled vendor shall indemnify the HPSEDC/State Government Department against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the goods or any part thereof in India.
- D. **Third Party Claims:** Empanelled vendor (the "Indemnifying Party") undertakes to indemnify the client (the "Indemnified Party") from and against all losses, claims or damages including losses, claims or damages on account of bodily injury, death or damage to tangible.
- E. **Limitation of Liability:** There shall be no limitation of liability in case of any damages for bodily injury (including death) and damage to real property and tangible personal property as also intangible personal property and intellectual property rights.
- F. **Data Protection:**
- a. In the course of providing the Services the empanelled vendor may be compiling, processing and storing proprietary Project Data relating to the users. The empanelled vendor and each user are responsible for complying with its respective obligations under the applicable data protection laws and regulations governing the Project Data.
 - b. The empanelled vendor is required to perform or adhere to only those security measures concerning the Project Data which were in place.
 - c. The empanelled vendor shall not transfer any Project Data unless otherwise authorized by the client in this regard.
- G. **Confidentiality:**
- a. All such information which are marked as confidential shall be treated as confidential information.
 - b. The client may permit the empanelled vendor to come into possession of confidential public records as per the needs of the project and the empanelled vendor shall maintain the

highest level of secrecy, confidentiality and privacy with regard there to. Additionally, the empanelled vendor shall keep confidential, all the details and information with regard to the Project, including systems, facilities, operations, management and maintenance of the systems/ facilities.

c. The client shall retain all rights to prevent, stop and if required take the necessary punitive action against the empanelled vendor regarding any forbidden disclosure, which punitive action may include at the discretion of the client termination of empanelment.

d. The empanelled vendor shall ensure that all its employees execute individual non-disclosure agreements, which have been duly approved by the client with respect to given job/project.

e. The aforesaid provisions shall not apply to any information

i. already in the public domain

ii. which has been received from a third party who had the right to disclose the aforesaid information

iii. Is disclosed to the public due to a court order.

H. Personnel:

a. Personnel assigned by empanelled Service Provider to perform the Services shall be employees of empanelled Service Provider, and under no circumstances will such personnel be considered employees of client. Empanelled Service Provider shall have the sole responsibility for supervision and control of its personnel and for payment of such personnel's entire compensation, including salary, worker's compensation, employee and disability benefits and shall be responsible for all employer obligations under all applicable laws including obligations for withholding tax under the Income Tax Act and other social security taxes under the relevant laws.

b. Empanelled Service Provider shall use its best efforts to ensure availability of empanelled vendor personnel to perform the Services, and that such personnel have prescribed qualifications to perform the Services. The client shall have the right to require the removal or replacement of any empanelled vendor personnel performing work under this empanelment. In the event that the Client requests that any empanelled vendor personnel be replaced, the substitution of such personnel shall be accomplished within a period of 3 working days.

c. In the event the client identifies any personnel of empanelled vendor as "Key Personnel", then the empanelled vendor shall not remove such personnel without the prior written consent of the client.

I. Termination for Default:

a. The HPSEDC may without prejudice to any other remedy for breach of contract, (including forfeiture of Performance Security) by written notice of default sent to the Service Provider, terminate the Contract in whole or in part after sending a notice to the Service Provider in this regard.

b. if the Service Provider fails to deliver any or all of the services within the time period(s) specified in the Contract, or any extension thereof granted by the or

- c. if the Service Provider fails to perform any other obligation under the Contract.
- d. In the event the HPSEDC terminates the Contract in whole or in part, he may procure, upon such terms in such manner, as it deems appropriate, services similar to those undelivered, and the Service Provider shall be liable to pay excess cost of such similar services to the HPSEDC. This liability will be in addition to forfeiture of performance guarantee and any other legal proceedings, which the HPSEDC may initiate as per clause “Delay in the Service Provider's Performance”.

14.1 Force Majeure

A. Notwithstanding the provisions of the clause “Delay in the Service Provider's Performance” and clause “Termination for Default”, the Service Provider shall not be liable for forfeiture of its performance security or termination for default, or payment of any damages, if and to the extent that his delay in performance under the Contract is the result of an event of Force Majeure.

B. For purpose of this clause, Force Majeure means an event beyond the control of the Service Provider and not involving the Service Provider's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the HPSEDC either in its sovereign, or contractual capacity, war, revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

C. If a Force Majeure situation arises, the Service Provider shall promptly notify the HPSEDC in writing or such conditions and the cause thereof. Unless otherwise directed by the HPSEDC in writing, the Service Provider shall continue to perform its obligations under the Contract, as far as reasonably practical, and shall seek all reasonable alternative means for performance, not prevented by the Force Majeure event.

14.2. Taxes and Duties

Service Provider shall be entirely responsible for payment of all taxes, duties and levies, imposed up to/ until the delivery point specified in the Contract.

14.3. Resolution of Disputes

A. It will be the HPSEDC's endeavour to resolve amicably any disputes or differences that may arise between the HPSEDC and the Service Provider from misconstruing the meaning and operation of the RFE and the breach that may result.

B. In case of Dispute or difference arising between the HPSEDC and a Service Provide relating to any matter arising out of or connected with this RFE, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The Arbitrators shall be chosen by mutual discussion between the HPSEDC and the Service Provider OR in case of disagreement each party may appoint an arbitrator and such arbitrators may appoint an Umpire before entering on the reference. The decision of the Umpire shall be final.

15. Standard Forms

15.1. FORM-1- Declaration Regarding Acceptance of Terms & Conditions

(To be submitted on the letter head of the Service Providers)

To,

Managing Director,

HPSEDC, Shimla

Sir,

I have carefully gone through the Terms & Conditions contained in the RFE Document

[No. _____] regarding **Empanelment of Service Provider** in HPSEDC, Himachal

Pradesh.

I declare that all the provisions of this RFE Document are acceptable to my Company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration. Yours very truly,

Name: _____

Designation: _____

Company: _____

Address: _____

Note: - Copy of authorization by competent authority in the Service Providers company pertaining to not only this form but entire RFE should be enclosed.

15.2. FORM-2- Declaration Regarding Clean Track Record

(To be submitted on the letter head of the Service Providers)

To,

Managing Director,

HPSEDC, Shimla

Sir,

I have carefully gone through the Terms & Conditions contained in the RFE Document

[No. _____] regarding **Empanelment of Service Provider** in HPSEDC, Himachal Pradesh.

I hereby declare that my company has not been debarred/black listed by any Government / Semi Government organizations. I further certify that I am competent authority in my company has authorized me to make this declaration.

Yours very truly,

Name: _____

Designation: _____

Company: _____

Address: _____

15.3. FORM-3- Proposal Submission Form

(To be submitted on the letter head of the Service Providers) To,

Managing Director,

HPSEDC, Shimla

Subject: Submission of the qualification proposal for empanelment with HPSEDC for providing resources for Consulting/ Software solutions/ Personnel.

Sir,

We, the undersigned, offer to provide **services for website development** to the State Government Departments that are implementing the projects in accordance with your Request for Empanelment dated ----- and our Proposal. We are hereby submitting our Proposal, which includes this Qualification Proposal RFE sealed in envelope as per the requirement of RFE.

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

We agree to agree to abide by all the terms and conditions of the RFE document. We understand you are not bound to accept any proposal you receive.

Yours very truly,

Name: _____

Designation: _____

Company: _____

Address: _____

16. FORMS

1. Pre-Qual Form-1: Pre-Qualification Proposal Submission Form

(To be submitted on the letter head of the Service Provider)

To:

Managing Director,

HPSEDC, Shimla

Subject: Submission of Pre-qualification Proposal for empanelment with HPSEDC providing website development services to Departments/ Boards/ Corporations state Government.

Dear Sir,

We, the undersigned, offer to provide Services to Departments/ Boards/ Corporations in accordance with your Request for Empanelment dated _____. We are hereby submitting our Proposal, which includes this Qualification and technical Proposal sealed in separate envelopes inclusive of the services that would be provided by us as part of this empanelment.

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

We agree to abide by all the terms and conditions of the RFE 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: _____

2. Pre-Qual Form-2: Service Providers' Organization & Experience

1	Name of the Service Provider					
2	Mailing address in India					
3	Telephone and fax number					
4	E-mail address					
5	Name and designation of the Authorized Representative of the Service Provider					
6	Year of establishment and constitution of organization					
7	Checklist of Qualification Criteria Compliance.	Sr #	Qualification on Criteria	Compliance (Yes/ No)	Supporting Document/ Reference Page No.	

Tech Form-1: Technical RFE Submission Form

(To be submitted on the letter head of the Service Provider)

To:

Managing Director,

HPSEDC, Shimla

Subject: Submission of Technical Proposal for empanelment with HPSEDC for providing services /to departments/Boards/Corporations of State Govt.

Dear Sir,

We, the undersigned, offer to provide Services to State Government Departments in accordance with your Request for Empanelment dated _____. We are hereby submitting our Proposal and we hereby declare that all the information and statements made in this are true and accept that any misinterpretation contained in it may lead to our disqualification.

We agree to abide by all the terms and conditions of the RFE document. We would hold the terms of our RFE valid till our empanelment, as stipulated in the RFE 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: _____

Tech Form-2: Service Providers' Overall Experience & Organizational Strength

Sl.No.	Name of Assignment	Client Name and Description (Government Department/ Private)	Services delivered, key resources No. and Name	Project Value, dates, duration and current status	Supporting documentation
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

NOTE: For each project specified above, please provide separate information (not exceeding two pages) on all relevant points to support evaluation.

Tech Form-3: Qualification & Competence of Professional Staff

Sr. No	Resource	Qualification	Minimum period of relevant experience

Tech Form-4: Statement for Seeking Clarifications & Deviations in the RFE

Dear Sir,

The following are the clarifications and deviations sought for on the terms and conditions and Scope of Work against this RFE. These clarifications and deviations are exhaustive.

Sr. No.	Section No.	Para No.	Page No.	Statement of clarifications/Deviations	Remarks

Annexure-I

Performance Bank Guarantee Template

[Date]

To,

The Managing Director,
H.P. State Electronics Development Corporation Ltd.,
First Floor, IT Bhawan, Mehli, Shimla-171013.

Dear Sir,

1. Whereas M/s _____ (hereinafter called "CONTRACTOR") has supplied _____ (as per Bill of Material Specified in this Document) as per agreement/ supply order No. _____ dated _____ signed between the HPSEDC (hereinafter called "Client") and them and as per the agreement/supply order the M/s. _____ is supposed to furnish Performance Security for supply of _____ and maintain the same for a period of _____ years.
2. NOW THEREFORE KNOW ALL THE MAN THESE PRESENTS THAT WE, _____ (Bank Name) _____ having its Head Office at _____ (hereinafter called "the Bank") are bound up to the Client in the sum of Rs. _____/- (Rs. _____) only) for which payment will and truly to be made to the said Client, the Bank binds itself, its successors and assignees by these presents.
3. The Bank further undertakes to pay to the purchaser up to the above amount on receipt of its first written demand, without the Client having to substantiate its demand. The Client's decision in this regard shall be final and shall not be called upon to question under any circumstances. The Bank Guarantee will remain in force up to _____. However, its validity can be got extended before _____ solely at the instance of the Purchaser. This clause shall remain valid not withstanding anything else contained to the contrary in this document.
4. Our responsibility under this guarantee is restricted to Rs. _____/- (Rupees _____) only and it will remain enforce up to _____

Request For Empanelment (RFE) for Website Development

unless a demand in writing is received by the bank on or before _____, all your rights under the said guarantee shall be forfeited and we shall be released and discharged from all the liabilities thereunder.

5. This guarantee will remain in force up to <date of validity> and any demand in respect thereof should reach the Bank not later than the specified date/dates. However, notwithstanding anything else contained to the contrary in this Guarantee, if the implementing agency does not submit the fresh performance bank guarantee (as per required schedule and amount) till 15 days before expiry of this performance bank guarantee, the Purchaser may either forfeit the PBG or ask the Bank to extend validity of the Bank Guarantee for a further period not exceeding six months. In the latter situation, the Bank shall comply with such a request of extension.
6. Sealed with the Common Seal of the said Bank this _____ day of _____, 2020. In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this _____ day of _____, 2020 for Bank _____

Witness

Signature

Name

M/s. _____ (complete address)

Note: This guarantee will attract stamp duty as a security bond.

A duly certified copy of the requisite authority conferred on the official/s to execute the Guarantee on behalf of the bank should be annexed to this guarantee for verification and retention thereof as documentary evidence.