

H.P STATE ELECTRONICS DEVELOPMENT CORPORATION LIMITED

(H.P Government Undertaking)



RFP No. HPSEDC/CC/Manpower/2K22-2298

HP State Electronic Development Corporation

(HPSEDC)

invites

REQUEST FOR EMPANELMENT (RFE)

FOR

**EMPANELMENT OF AGENCIES FOR
PROVIDING MANPOWER ON OUTSOURCE BASIS**

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

Tel : 0177-2623259, 2623043, 2626320(telefax),

Email : hpsedc@hpsedc.in Website: www.hpsedc.in

07/06/2022

Table of Contents

1.	Invitation to Empanelment.....	4
2.	Key Events and Dates	5
3.	Background and objectives	6
4.	Scope of services in relation to an engagement	7
5.	Instructions for Empanelment.....	7
6.	Instructions to bidders: -	9
7.	Bid Documents.....	9
	7.1 Prequalification Proposal	9
	7.2 Technical Proposal.....	10
	7.3 Commercial Proposal.....	10
8.	Evaluation Criteria: -.....	10
	8.1 Pre-Qualification Evaluation	10
	8.2 Technical Evaluation: -	12
	8.3 Commercial Bid Evaluation.....	13
9.	Terms and Conditions of Empanelment.....	14
10.	Instructions to Bidders	18
11.	Documents comprising the RFEs.....	21
12.	Disqualification.....	22
13.	Security Deposit & Performance guarantee.....	23
14.	Evaluation criteria and Empanelment	23
15.	General conditions of RFE.....	24
16.	Force Majeure	27
17.	Taxes and Duties.....	28
18.	Resolution of Disputes	28
19.	Service Level of Agreement (SLA)	28
20.	Standard Forms	29
	21.1. FORM-1- Declaration Regarding Acceptance of Terms & Conditions.....	29
	21.2. FORM-2- Declaration Regarding Clean Track Record.....	30
	21.3. FORM-3- Proposal Submission Form.....	31
21.	FORMS	32
	1. Pre-Qual Form-1: Pre-Qualification Proposal Submission Form	32

REQUEST FOR EMPANELMENT (RFE)

2. Pre-Qual Form-2: Bidders' Organization & Experience	33
Tech Form-1: Technical Bid Submission Form.....	34
Tech Form-2: Bidders' Overall Experience & Organizational Strength.....	35
Tech Form-3: Qualification & Competence of Professional Staff.....	36
Tech Form-4: Statement for Seeking Clarifications & Deviations in the RFE.....	37
Commercial Form-1: Commercial Bid Submission Form	38
COMMERCIAL FORM-2: SUMMARY OF COSTS OF RESOURCES	39
Annexure – 'A'	40
Minimum qualifications required for the different categories of resources.....	40
Declaration on working in HP Govt through HPSEDC only.....	46

1. Invitation to Empanelment

- a. HP State Electronic Development Corporation (HPSEDC), Himachal Pradesh, Govt. of Himachal Pradesh, invites RFEs for empanelment of reputed and eligible Service providing firms for providing Manpower to various Corporations/ Boards/ Societies and Departments of Government of Himachal Pradesh as Implementing Departments.
- b. The Bidders 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 Bidders 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 Bidders 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 nontransferable.
- h. 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 Bidders) in this please check the corrigendum on <http://www.hpsedc.in>.

2. Key Events and Dates

S. No	Events	Dates
1.	Advertisement Date	08-06-2022
2.	RFE Fee/ Tender Cost	Rs.5,000
3.	Earnest Money Deposit (EMD)/ RTGS	Rs.1,00,000/-
4.	Validity Period of RFE	180 days.
5.	Pre-bid meeting	15-06-2022 at 11:30AM through video conferencing. VC Link is as under: https://meet.google.com/oie-vixh-cqi
6.	Bid Submission Start Date	20-06-2022 at 11 AM
7.	Last date (deadline) for submission of RFE online	28-06-2022 upto 2:30 PM
8.	Opening of RFE	29-06-2022 at 2:30 PM
9.	Period of Empanelment	Three year from the date of issuance of empanelment letter.

Note: 1) The successful bidders already empaneled with HPSEDC for providing manpower on outsource basis will not be required to submit annual empanelment fee of Rs. 50,000/- (Rs. Fifty thousand only) until the expiry of annual empanelment fee as paid earlier. However, after the expiry of the last submitted annual empanelment fee, the successful bidders will be required to pay the annual empanelment fee as per the terms and conditions of this RFE.

2) Annual Empanelment Fee of Rs. 50,000/- is to be deposited by all the successful bidders who are not already empaneled with HPSEDC every year. Further the annual Empanelment fee for the 1st year will also be deposited by the successful bidders within 10 days of issuing of award letter.

3) Eligible and technically qualified bidders shall quote their respective margin/ Admin charges to be charged by the bidder on pay package of employee (excluding GST and including EPF, ESIC etc.).

RTGS A/C: The Managing Director, H.P. State Electronics Development Corporation (A/C No. 050010200006521, IFS Code: UTIB0000050, Axis Bank, SDA Complex, Shimla-9, HP)

3. Background and objectives

- a. The HPSEDC was incorporated under the company act 1956 in the year 1984. The main objective and function this corporation include promotion of computerization in the state (particularly in state departments and its undertakings), development of software packages, procurement and supply of computer hardware, software and other related electronic products, office automation and medical equipment at reasonable rates. HPSEDC also undertakes site preparation works for computer installations, networking solutions, data processing and providing technical consultancy. In addition to this the Corporation is expected to give fillip to electronic & IT industry in the State by developing adequate infrastructure.
- b. The demand for many G2C, G2G and G2B Services are growing since the State Government has realized the benefits of the use of ICT leading to better governance.
- c. To meet this growing demand for short term and long term requirements for IT Professional/ skilled / Unskilled/ Others manpower, HPSEDC intends to empanel reputed Bidders to provide technical, skilled and unskilled manpower to different Government department and other Government organizations.
- d. These empaneled Bidders would be eligible to provide manpower to State Government departments on the emoluments to be finalized by concerned borrowing department through HPSEDC.

4. Scope of services in relation to an engagement

The broad scope of services to be provided by the selected Bidders is listed below. Such services are merely indicative of the expertise and capacity that can be offered by the empaneled Bidder.

The Department, Board or Corporation (henceforth known as 'Department' for the purpose of this document) shall determine scope of work at the time of placement of order for a specific technical, skilled and unskilled man power engagement. Such services shall be need based and/or project driven and could be as follows: -

- a) Relate to specific type/skill of resource(s) either as an individual contributor or a turnkey assignment where a team of individuals with multiple skill sets would be required; in either of these cases, the services would be generally linked to deliverable(s) and engagement outcome(s)
- b) Relate to one or more stages of the project life cycle
- c) Relate to one or more projects at State level/Department level including Mission Mode Project (MMP) under the National e-Governance Plan (NeGP) and other common services that could be availed by more than one department such as shared services infrastructure
- d) While doing so, the hiring Department shall have the flexibility to engage with one or more empaneled Bidders concurrently for the same engagement and for such length(s) of time as long as scope of service(s) and/or deliverable(s)/outcome(s) is clearly defined, as long as there is no conflict of interest.

Most Bidders would be well aware of the state specific service needs which have crystallized after the formulation of the NeGP and its adoption by the states. Typical service requirements in the past have come up in areas such as Project Conceptualization, DPR & RFP Preparation, Bid process management, Project/Program Monitoring, Third Party Audits, Application Development, Application Assessment, Database Management, Security Audit and other support services, some of which are of very specialized nature.

5. Instructions for Empanelment

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

REQUEST FOR EMPANELMENT (RFE)

- a Interested companies/Bidders can submit their online application along with Non- refundable payment towards application processing fee/ Tender Cost 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/Bidder in the Forms, should be complete, valid, current and active.
- c Incomplete offers will be rejected without giving any reason.
- d The empanelment of agencies shall follow a three stage process:

Stage 1	Prequalification: The Company/Bidder should meet the prequalification criteria as set out in Section 8.1.
Stage 2	Technical evaluation: Technical bids of only those Companies/Bidders qualifying in Stage-1 shall be taken up for technical evaluation as per the Technical bid evaluation criteria set out in Section 8.2.
Stage 3	Commercial evaluation: Commercial bids of only those bidders qualifying in Stage 2 shall be opened as per the Commercial bid evaluation criteria set out in Section 8.3. In order to empanel all the bidder shall agree to the rates as mentioned at COMMERCIAL FORM-2: SUMMARY OF COSTS OF RESOURCES

6. Instructions to bidders: -

- I. During prequalification and technical evaluation of bids, HPSEDC, may at its discretion, seek clarifications from the bidders on their bids and the bidders 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 bidders. Bidders are advised to frequently visit the website of HPSEDC for updates.
- III. Bids from a consortium of Bidders are not allowed.
- IV. The bids prepared by the bidders and all correspondence and documents relating to the bids exchanged between the HPSEDC and the bidders shall be in English language.
- V. All pages of the bid should be initialed and stamped by the Authorized Representative of the bidder. Where an assigned Authorized Representative has signed the bid, a Certificate of Authority should be submitted.
- VI. Commercials in any form or by any reason before the opening the Bids should not be revealed, failing which such bids are liable to be rejected.
- VII. The cost related to the empanelment shall be borne by the bidder.

7. Bid Documents

The bids prepared by the Company/Bidder shall comprise and conform to the following Standard forms:

7.1 Prequalification Proposal

- I. Pre-Qual Form-1 (Prequalification Proposal Submission Form)
- II. Pre-Qual Form-2 (Bidders' Organization and Experience)

7.2 Technical Proposal

- I. Tech Form-1 Technical bid 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.

7.3 Commercial Proposal

- I. Com Form- 1- Commercial Bid Submission Form

8. Evaluation Criteria: -

8.1 Pre-Qualification Evaluation

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

No.	Pre-qualification Criteria	Supporting Documents to be furnished
1.	The bidder should be registered under the Indian Companies Act, 1956/ 2013 or Proprietors firm/ Partnership Firms (LLP) registered under LLP Act 2008 or subsequent amendments. Company/ Bidder should have been registered with EPFO, ESIC, GTSIN, Income Tax Department, ISO 9001:2015 certificate.	Certificate of Incorporation, PAN, GSTIN, EPFO, ESIC, ISO 9001:2015 certificate.
2.	The Company/Bidder should be operating in the field of category where bidder is seeking empanelment.	Attested copy of the Memorandum or Articles of Association.
3.	Average annual turnover of Rs. 50 Lakh Profitability and Net Worth from the same business for the last 3 Financial Years (2018-19, 2019-20, 2020-21).	Audited Annual Financial Certified statement from the Current Statutory Auditors of the Company/Bidder.
4.	The bidder should have completed at least three (3) engagements in similar services offerings in a large Enterprise	<ul style="list-style-type: none"> • Certificate from the current authorized signatory of the Company/Bidder stating the scope of work of that

REQUEST FOR EMPANELMENT (RFE)

	or Government during the last 3 Years.	<p>project.</p> <ul style="list-style-type: none"> • 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/Bidder should have minimum 50 Full Time Resources on their own payroll as on date of submission of bid.	Self-Certificate for number of resources and list of professionals from the current authorized signatory of the Company/Bidder along with their Provident Fund Numbers.
6.	Tender Document Fee in favour of Managing Director, H.P. State Electronics Development Corporation, I.T. Bhawan, Mehli, Shimla-13.	Demand Draft (DD) of Rs. 5000/- (Rupees Five Thousand only)
7.	Earnest Money Deposit (EMD) in the shape of Demand Draft/ RTGS valid for 180 days in favour of Managing Director, H.P. State Electronics Development Corporation, I.T. Bhawan, Mehli, Shimla-13.	<p>Earnest Money (Rs. 20,00,000)</p> <p>EMD may be submitted through Demand Draft/ RTGS in HPSEDC A/c : (State bank of India Khalini, Shimla-2 Account no. 55069383586 IFSC Code-SBIN 0051132)</p> <p>Receipt/ demand draft/RTGS should be uploaded.</p> <p>NOTE: Original EMD and Tender Fee submission proofs should be submitted physically in HPSEDC before the last date of bid submission.</p>
8.	The Company/Bidder should not have been blacklisted as on the last date of submission of offer by any Government Bidder 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/Bidder.

Exemption, if any in evaluation criteria or any other terms & conditions of this document, will be as per Notification No. 4-Ind/SP/Misc/F/6-10/4/80-Vol-V dated 16.05.2020 issued by Controller of Stores Himachal Pradesh or any other orders issued by Govt. of Himachal Pradesh in case the committee deems it fit.

8.2 Technical Evaluation: -

Accordingly, the technical bids of all the bidders who qualify the Prequalification criteria shall be evaluated. The Selection Committee shall evaluate the technical bid with reference to the information provided in the Forms Tech Form 2 to Tech Form 6 and their supporting documents.

The criteria for Technical evaluation are as follows:

Sr No.	Evaluation Criteria	(Score in points)								
1.	<p>Experience in Providing Services mentioned by the bidder – Bidder should demonstrate their past experience in delivering similar services in a minimum of three (3) and a maximum of six (6) engagements relevant to their services offerings during the past three years.</p> <p>Proof of successful completion of engagements/ Phase wise completion and realization of payments pertaining to the engagement (Work Order/ Completion Certificate/ Client Certificate and citations) should be furnished.</p> <p>6 or more services: 30 Marks 4 or 5 services: 20 Marks 3 Services : 10 Marks</p>	40								
2.	<p>Out of the above projects, the value of each project (up to a maximum of three projects) based on billable value. Such amount has to be fully billed and realized for award of scores.</p> <table> <tr> <th>Project value in Rs</th> <th>Score</th> </tr> <tr> <td>>1 crore</td> <td>30</td> </tr> <tr> <td>>50 Lakh <= 1 crore</td> <td>20</td> </tr> <tr> <td><= 50 Lakh</td> <td>10</td> </tr> </table>	Project value in Rs	Score	>1 crore	30	>50 Lakh <= 1 crore	20	<= 50 Lakh	10	30
Project value in Rs	Score									
>1 crore	30									
>50 Lakh <= 1 crore	20									
<= 50 Lakh	10									

3.	Full Time Professionals: Number of full time resources		30
	Project value in Rs	Score	
	>=1<10	10	
	>=10 < 20	20	
	>= 20	30	

Minimum 70% marks in Technical evaluation will be required for empanelment.

Note: Bidders are requested to submit all required documents for eligibility and technical. On the basis of the documents submitted, eligibility shall be evaluated and score shall also be awarded on the basis of the documents submitted.

8.3 Commercial Bid Evaluation

The Committee shall evaluate the Commercial bids with reference to the information provided in Commercial Form 2 from firms. The Commercial bids of all the bidders who qualify the Technical evaluation by attaining the minimum qualifying score as mentioned above shall only be opened by the Committee.

HPSEDC will empanel only those eligible and technically qualified bidder, who will be agreed the commercial rates provided in Commercial Form 2.

Upon completion of the RFE process, HPSEDC will publish the rates of all the empaneled Bidders after seeking necessary approval of the State Government. Individual Departments shall be able to engage such Bidders for their specific requirements thereafter.

9. Terms and Conditions of Empanelment

- a. The service provider shall ensure the deployment of the suitable candidates who are Bonafide Himachali and the successful bidder will advertise the posts shown in Annexure-A in leading newspapers to create a panel of resources for providing similar services.
- b. Personnel who are to be engaged through service provider should be polite, cordial, positive and efficient, while handling the assigned work and their actions should promote goodwill and enhance the image of the offices. The service provider shall be responsible for any act of indiscipline on the part of persons deployed by him.
- c. The person deployed shall not claim any Master & Servant relationship against this office. The statutory and contractual obligations are to be complied with by the service provider. The service provider's personnel shall not claim any benefit/compensation/ absorption/ regularization of service with HPSEDC.
- d. The character and antecedents of each personnel of the service provider will be got verified by the service provider before their deployment and a certification to this effect will be given to this office by the service provider.
- e. Working hours would be normally 8 hours including half hour lunch break.
- f. The persons may be called on second Saturday, Sunday and other gazetted holidays in the exigencies of services.
- g. The service provide shall ensure proper conduct office person in office premises, and enforce prohibition of consumption of alcoholic drinks, smoking, loitering without work.
- h. The service provider will be responsible for EPF coverage of the outsourced personnel as per relevant statute.
- i. Tenderer should have valid PAN/ TAN/ Labor License in the name of firm, service tax registration number and EPF registration number.
- j. The company/ organization empaneled with HPSEDC shall be called as Service Provider.
- k. Period of Empanelment: The empanelment of the service providers will be for a period of three 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 registration fee as mentioned in the RFE, based on their performance on the job awards/ job orders during their empanelment period.
- l. The minimum qualifications required for the different categories of resources have been indicated in Annexure-‘A’. These are some basic categories. The departments may ask for the

resources in additional categories for which they will decide the minimum qualifications and experience required.

- m. **The emoluments to be paid to the resources/ candidates will be decided by the borrowing department. The bidder will have to pay the emoluments based on the fixed emolument along with allowances and benefits applicable. The bidder will be given the agency charges, over and above the liabilities against the emoluments, benefits, allowances, applicable, as finalized through this RFE after selection based on L1 bid.**
- n. **Fixing of manpower rates as per following categories:**
 - A. **Minimum wages of HP Govt.**
 - B. **In case of minimum wages not available then: Contract wages (i.e. basic + GP) plus @3% annual increment, subject to approval of concerned department/ competent authority.**
 - C. **Other Posts:- which are not part of the above mentioned Sr.No. A and B, Bidder may be asked to submit Techno-Commercial proposal.**
- o. The jobs requirements received by HPSEDC will be allotted among empaneled Service providers in the following manner: -
 - 1. Department/ client will send requirement to HPSEDC.
 - 2. In case, the department issues the work order to HPSEDC with the name of empanelled vendor mentioned, in that case work will be allotted to that particular vendor, whose name is mentioned in the work order.
 - 3. In case, the requirement is for a single office in one location & request is of less than equal to (\leq) 10 resources/ persons, HPSEDC will try to award work on rotation basis to all the empanelled vendors. HPSEDC will try to ensure that each empanelled vendor gets almost equal work.
 - 4. In case, the requirement is of more than 10 resources/ persons, then a group email will be created and the email with all the requirement will be sent to empanelled vendors on their group email ID, and empanelled vendors would be asked to submit their technical proposals within a stipulated time period. Under the Technical proposal the empanelled vendor may have to submit the following:
 - a. Qualification of proposed manpower
 - b. Similar experience of proposed manpower
 - c. Time required to deploy manpower required
 - d. Process of appointment of onboarding required resources/ manpower.
 - 5. HPSEDC will forward the rates of manpower along with Technical proposal received from empanelled vendors, who has submitted their proposal within stipulated timelines to HPSEDC, to the concerned department.

6. Department will evaluate and finalized the empanelled vendor for that particular project, and inform HPSEDC in writing about the same.
7. In case, the department/ client requests HPSEDC to finalized the vendor amongst who has submitted their proposals; HPSEDC technical committee will evaluate the proposal based on for the parameter mentioned above and finalize the empanelled vendor for the particular project.
8. The empanelled vendors for manpower; would have to give declaration as per Annexure-A and confirm that they will only provide manpower/ services in any department/agency of Govt. of Himachal Pradesh through HPSEDC only and will not get into any manpower services business directly at the rate below the rate finalized with HPSEDC
9. All the empanelled agencies shall make all communications on HPSEDC mail manpower@hpsedc.in
10. The empanelled manpower providing agencies shall be allowed to enter into a direct agreement with the end user department. Under this arrangement, the agencies shall process their monthly attendance, billing, etc. directly with the concerned Government Entity.
11. For agencies providing more than 25 resources through the Corporation, an additional charge of Rs. 25,000/- for every 25 resources above this threshold of 25 resources shall be payable on behalf of the agency. Payments to be made to HPSEDC on quarterly basis.
12. The bidder who would be empanelled with HPSEDC through this RFE document including the existing empanelled vendors for manpower will be required to pay one month salary, of the deployed resources, in advance to the concerned Government Entity.
13. Payment to the bidder who would be empanelled with HPSEDC through this RFE document including the existing empanelled vendors for manpower will be done by the concerned Government Entity only after the clearance of previous month's EPF and ESIC dues.
14. The empaneled agencies will have to pay the wages of the deployed resources for the previous month latest by 7th day of next month.
15. If the agency is not able to comply with the terms and conditions as mentioned in serial no 12, 13 and 14, including any related clause in the RFE and subsequent relevant corrigenda, payment regarding the deployed manpower will be put on hold. If the situation remains the same for 30 days, the work may be awarded to other

empaneled agencies as per the department's discretion and any outstanding dues may be paid out of the submitted Performance Guarantee.

16. The bidder who would be empanelled with HPSEDC through this RFE document including the existing empanelled vendors for manpower; would have to give declaration as per Annexure-C and confirm that once empanelled with HPSEDC, they will only provide manpower / services in any department/agency of Govt. of Himachal Pradesh through HPSEDC only, will not get into any manpower / services (mentioned under this RFE document) business directly.

In case, it comes to the notice of HPSEDC that any of the empanelled vendor has supplied the manpower/services directly to any agency / department of Govt. of HP, then their empanelment will stand terminated with immediate effect. In addition, their existing deployed manpower through HPSEDC will be transferred to other empanelled agencies/ vendors and their security amount will also be forfeited alongwith subsequent blacklisting of the empanelled agency.

- p. HPSEDC is free to award any work to service provider based on their past expertise and satisfaction level on the empaneled rates.
- q. The Service Providers will be selected on the basis of their existing experience, personnel availability, technical competence and experience of related Job.
- r. Any Pre-conditions of the Bidder submitted with the RFE, shall not be binding on HPSEDC.
- s. 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.
- t. 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.
- u. 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.
- v. 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.
- w. The service provider will ensure to deposit / share of each month with the Employee Provident Fund Organization under intimation to the HPSEDC.

- x. *If there is a discrepancy between the base price and the total price that is obtained by adding the EPF and administrative charges and on then service tax base price and quantity, the unit price shall prevail and total price shall be corrected as explained above.*

10. Instructions to Bidders

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

- A. **Name of the assignment:** Empanelment of Service providers for supply of resources.
- B. **Non-refundable RFE cost:** This Request for Empanelment (RFE) document is available on the websites www.hpsedc.in & <https://hptenders.gov.in> and can be downloaded online. However, at the time of uploading of the RFE on HP Govt. e-Procurement Portal i.e. <https://hptenders.gov.in>, Bidders 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 or through RTGS A/C: The Managing Director, H.P. State Electronics Development Corporation (A/C No. 050010200006521, IFS Code: UTIB0000050, Axis Bank, SDA Complex, Shimla-9, HP), which is non-refundable. Original Demand Draft should reach HPSEDC office on or before opening of RFE. HPSEDC shall not be responsible for any kind of postal delay in receiving DD of tender fee.
- C. **Earnest Money Deposit (EMD) and Registration Fee:** The Bidder 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 or through RTGS A/C: The Managing Director, H.P. State Electronics Development Corporation (A/C No. 050010200006521, IFS Code: UTIB0000050, Axis Bank, SDA Complex, Shimla-9, HP). Any RFE, submitted without EMD and Registration 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.

Note: All the eligibility and technical documents shall be submitted by the bidders online. Only original Demand Draft of Tender Fee and EMD shall be submitted in HPSEDC office on

REQUEST FOR EMPANELMENT (RFE)

or before opening of RFE. HPSEDC shall not be responsible for any kind of postal delay in receiving DD of tender fee and EMD.

- D. Refund of EMD: The EMD of the unsuccessful Bidders (Bidders who fail to qualify in the empanelment evaluation process) shall be returned after completion of the RFE process.
- E. The EMD of the successful Bidders 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 Bidder withdraws or modifies/alters the RFE after the opening of RFEs and during the validity period or if the Bidder tries to influence the evaluation process. The EMD shall also be forfeited if the Bidder 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 non-responsive.
- 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”. Bidder 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 as per eligibility of the Bidders, after scrutiny of the documents supplied by the Bidder as per requested information in this RFE.
- J. During RFE evaluation process, HPSEDC may at its discretion, seek clarifications from the Bidders on their RFEs and the Bidders 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 (www.hpsedc.in), which shall be binding on the Bidders. Bidders are requested to frequently visit the website for updates.
- L. RFEs from a consortium of Bidders are not acceptable.
- M. The RFEs prepared by the Bidders and all correspondence and documents relating to the RFEs exchanged between the HPSEDC and the Bidders shall be in English language.

REQUEST FOR EMPANELMENT (RFE)

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

11. Documents comprising the RFEs

- A. Bidders are advised to study this RFE document carefully before participating. It shall be deemed that the RFE has been submitted by the Bidders 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 for Providing Technical Manpower” by Bidders applying for empanelment of Service Providing firms”. The RFE cover should also clearly indicate the name, address and telephone number of the Bidder. The RFE cover should contain the following 3 Envelope.
- C. Envelope -01 – Pre Qualification Proposal: Request for Empanelment of Bidders: This envelope should be sealed and superscripted “Pre-Qualification Proposal- Request for Empanelment of Bidders”. 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 non-rewritable CD/DVD. 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. Pre-Qual Form-1 (Prequalification Proposal Submission Form)
 - II. Pre-Qual Form-2 (Bidders’ Organization and Experience)
 - III. Demand Draft of RFE fee.
 - IV. EMD
- D. Envelop 2: Technical Proposal- Request for Empanelment of Bidders: This envelope should be sealed and superscripted “Technical Proposal- Request for Empanelment of Bidders”. This envelope should contain two hard copies of proposal marked as “ORIGINAL” and “COPY” duly bound with all supporting documents and one soft copy of the RFE in non-rewritable CD/DVD. The following document should be part of the Technical Proposal;
 - I. Tech Form-1 Technical bid 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.

REQUEST FOR EMPANELMENT (RFE)

- E. Envelope should indicate the Name, address, telephone number, email id and fax number of the Bidder.
- F. Envelop 3: Financial Proposal- Request for Empanelment of Bidders: This envelope should be sealed and superscripted “Financial Proposal- Request for Empanelment of Bidders”. The following document should be part of the Financial Proposal;
 - I. Commercial Form- 1- Commercial Bid Submission Form
 - II. Commercial Form- 2-Summary of Costs of Resources
- G. Bidder should ensure that the information furnished in the respective CD/DVDs is identical to the hard copy of the RFE document. In case of any discrepancy the information furnished in the hard copy of the RFE shall prevail over the information in the respective CD/DVD.
- F. Bidder 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 Bidder, if the Bidders:

- A. Makes misleading or false representation in the forms, statements and attachments submitted in proof of the statements or eligibility criteria.
- 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 successful bidders, not already empaneled with HPSEDC for providing manpower on outsource basis, shall furnish a Performance Guarantee (PG) of Rs. 5,00,000/- in the form of a Bank Guarantee of any Nationalized/ Scheduled bank within 10 days from date of issuing of award letter, drawn in the favour of concerned Department or Fixed Deposit Receipt pledged in favour of concerned Department, valid for 39 months.
- B. The successful bidders already empaneled with HPSEDC for providing manpower on outsource basis will not be required to submit Performance Guarantee (PG) of Rs. 5,00,000 until the expiry of PBG as paid earlier. However, after the expiry of the last submitted PBG, the successful bidders will be required to pay the PBG as per the terms and conditions of this RFE.
- C. Forfeiture of Performance Guarantee: In case of a successful award of the work as defined in this RFE, the Performance Guarantee of the Empaneled Bidder shall be forfeited under the following conditions:
 - a. If the empaneled Bidder fails to complete the job allotted due to any reasons.
 - b. If the empaneled Bidder 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 empaneled Bidder violates any such important conditions of this RFE.
 - d. If the empaneled Bidder 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 Empaneled Bidder.

14. Evaluation criteria and Empanelment

- A. Bidders are expected to meet the eligible criteria as mentioned in the RFE document for different categories. Bidders 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 Bidder and other supporting documents furnished as mentioned in this document.
- D. After finalizing the Percentage margin/ Admin charges, other bidder(s) may be given opportunity to match the Percentage margin/ Admin charges for empanelment, if tender committee deems fit to ensure healthy competition and best services. Therefore, bidders are advised to quote their best Percentage margin/ Admin charges.

15. 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 empaneled vendor, as recorded in the Contract Form signed by the parties, including all appendices thereto and all documents incorporated by reference therein.
- b. " HPSEDC" means HP State Electronic Development Corporation, Himachal Pradesh” or any other State Government Bidder/ Department as notified by State Government.
- c. "Service Provider", means empaneled vendor supplying the goods and services under this Contract.
- d. Note: The aforesaid definitions will be valid with respect to Bidders 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 empaneled vendor shall indemnify the HPSEDC 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: Empaneled 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 empaneled vendor may be compiling, processing and storing proprietary Project Data relating to the users. The empaneled 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 empaneled vendor is required to perform or adhere to only those security measures concerning the Project Data which were in place.
- c. The empaneled 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 empaneled vendor to come into possession of confidential public records as per the needs of the project and the empaneled vendor shall maintain the highest level of secrecy, confidentiality and privacy with regard there to. Additionally, the empaneled 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 empaneled vendor regarding any forbidden disclosure, which punitive action may include at the discretion of the client termination of empanelment.

REQUEST FOR EMPANELMENT (RFE)

- d. The empaneled 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 empaneled Bidder to perform the Services shall be employees of empaneled Bidder, and under no circumstances will such personnel be considered employees of client. Empaneled Bidder 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. Empaneled Bidder shall use its best efforts to ensure availability of empaneled 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 empaneled vendor personnel performing work under this empanelment. In the event that the Client requests that any empaneled 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 empaneled vendor as "Key Personnel", then the empaneled 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”.

16. 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.

17. 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.

18. Resolution of Disputes

- A. It will be the HPSEDC's endeavor to resolve amicably any disputes or differences that may arise between the HPSEDC and the Bidder 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/ End user department and a Service Provider 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/ End user department 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.

19. Service Level of Agreement (SLA)

In case the service provider/ agency fails to provide minimum manpower at any point of time or fails to provide substitutes at the time of leave/ absence/ resignation of the regular manpower, a deduction of Rs. 200/- per day per manpower shall be made from the monthly bills of the service provider through deduction certificates.

20. Standard Forms

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

(To be submitted on the letter head of the Bidders)

To,

Managing Director, HPSEDC

1st Floor, IT Bhawan,

Mehli, Shimla - 171013

Sir,

I have carefully gone through the Terms & Conditions contained in the RFE Document [No. _____] regarding **EMPANELMENT OF AGENCIES FOR PROVIDING MANPOWER ON OUTSOURCE BASIS** 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 Bidders company pertaining to not only this form but entire RFE should be enclosed.

21.2. FORM-2- Declaration Regarding Clean Track Record

(To be submitted on the letter head of the Bidders)

To,

Managing Director, HPSEDC

1st Floor, IT Bhawan,

Mehli, Shimla - 171013

Sir,

I have carefully gone through the Terms & Conditions contained in the RFE Document [No. _____] regarding **EMPANELMENT OF AGENCIES FOR PROVIDING MANPOWER ON OUTSOURCE BASIS** 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: _____

21.3. FORM-3- Proposal Submission Form

(To be submitted on the letter head of the Bidders)

To,

Managing Director, HPSEDC

1st Floor, IT Bhawan,

Mehli, Shimla - 171013

Subject: Submission of the qualification proposal for empanelment with HPSEDC for providing Technical resources.

Sir,

We, the undersigned, offer to provide [**Supply of Manpower on Outsource basis**] 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: _____

21. FORMS

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

(To be submitted on the letter head of the bidder)

To:

Managing Director, HPSEDC

1st Floor, IT Bhawan,

Mehli, Shimla - 171013

Subject: Submission of Pre-qualification Proposal for Empanelment of agencies for providing Manpower on Outsource basis.

Dear Sir,

We, the undersigned, offer to provide Services to Departments/Boards/Corporations that are implementing the e-Government project in accordance with your Request for Empanelment dated _____. We are hereby submitting our Proposal, which includes this Pre-Qualification Proposal, a Technical Bid and the Commercial bid 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 Pre-Qualification 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: Bidders' Organization & Experience

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

Tech Form-1: Technical Bid Submission Form

(To be submitted on the letter head of the bidder)

To:

Managing Director, HPSEDC
1st Floor, IT Bhawan,
Mehli, Shimla - 171013

Subject: Submission of Technical Proposal for Empanelment of agencies for providing Manpower on Outsource basis.

Dear Sir,

We, the undersigned, offer to provide Services to State Government Departments that are implementing the various initiatives in accordance with your Request for Empanelment dated _____. We are hereby submitting our Proposal, which includes this Technical bid and the Commercial bid sealed in a separate envelope.

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 agree to abide by all the terms and conditions of the RFE document. We would hold the terms of our bid 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: Bidders' 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 Category	Prescribed Qualification	Minimum period of relevant experience	Number of full Time resource persons (for each resource category) during the preceding one year	Number of full Time Resource persons (out of column 5) fulfilling the prescribed qualification	Number of full Time resource persons (out of column 5) fulfilling the prescribed experience
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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

REQUEST FOR EMPANELMENT (RFE)

Commercial Form-1: Commercial Bid Submission Form

(To be submitted on the letter head of the bidder)

To:

Managing Director, HPSEDC

1st Floor, IT Bhawan,

Mehli, Shimla - 171013

Subject: Submission of Commercial Proposal for Empanelment of agencies for providing Manpower on Outsource basis.

Dear Sir,

We, the undersigned, offer to provide Services to State Government Departments that are implementing the various initiatives in accordance with your Request for Empanelment dated _____. We are hereby submitting our Commercial bid in a separate envelope. Our Commercial bid shall be binding upon us for the bid validity period as stipulated in the RFE document.

We hereby declare that all the information and statements made in this Commercial bid 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: _____

COMMERCIAL FORM-2: SUMMARY OF COSTS OF RESOURCES
(to be submitted separately in sealed envelope with sign & stamp)

Percentage margin/ Admin charges to be charged by the bidder on pay package of employee (excluding GST and including EPF, ESIC etc.)	(_____ %age)
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Note:

- Department shall have the sole prerogative to interview and select the candidates during award of work. Any candidate not found to be performing to meet job requirements shall be replaced by the Bidder free of cost with an alternative individual meeting the qualification and experience requirement and the Bidder shall ensure a minimum overlap period of two (2) weeks between such resources at their cost.
- All candidates shall have the relevant experience in the area of their expertise as specified by the Department and possess necessary consulting, oral/written communication and inter-personal skills.

Qualifications are minimum indicative, however actual qualification will be decided by the User Department

Sr. No.	Resource Category	Prescribed Qualification
1.	IT Trainer	BE/B Tech/MCA/ MBA/M.Sc. in computer Science/Graduate in Computer Science/PGDCA /DOESEC(A level) certification
2.	Technical Support Staff	Graduate with 1 year Diploma in IT/ computer Applications/ 3 years Diploma in IT/ CS/ECE from Poly technique.
3.	Call Centre Executive	Minimum 10+2 and 6 months diploma in Computers Applications/ ITI trade certificate in IT/NCVT certificate in IT/Certified by Sector Skill Council in IT
4.	Clerks/ Office Assistant	10+2 with knowledge of computers in MS Word and Excel etc. and typing
5.	Receptionist	10+2 from recognized Board
6.	ACCOUNTANT	B.Com with one year computer diploma from recognized institute and should have knowledge of tally Accounting
7.	ASST PROGRAMMER	B.Tech (ECE,CSE,IT) ,Knowledge of computer programming
8.	BELDAR	Matric & knowledge of customs, manners and dialects of Himachal Pradesh.
9.	CAD OPERATOR	Diploma in any stream (preferable civil or Mechanical having six month certificate course in Auto Cad software
10.	Communication Personnel	Degree in Mass Communication/Public Relations
11.	CHOWKIDAR	Matric & knowledge of customs, manners and dialects of Himachal Pradesh.
12.	COMPUTER OPERATOR	Graduation with one year computer diploma from recognised institute
13.	CONSULTANT	B.Tech (ECE,CSE,IT) with knowledge software development, project management, hardware & networking.
14.	DATA ANALYST	B.E./B.Tech./MCA/M.tech
15.	DATA ENTRY OPERATOR	10+2 with one year computer diploma from recognized institute. Knowledge of Hindi & English typing on computer
16.	DRIVER	Should be Matric or its equivalent & must posses valid driving license for plying of heavy/light vehicle in HP
17.	ELECTRICIAN	10+2 with ITI in Electrical trade.
18.	GIS Analyst	MSc./ M Tech./MSc (Tech.) in Geo Science/Geo Informatics/Remote

REQUEST FOR EMPANELMENT (RFE)

		Sensing and GIS/Geography/Earth Science. GIS Analyst should have basic knowledge of GIS, be able to operate Q GIS/ Arc GIS
19.	JE (CIVIL)/ JE Electrical	Diploma in civil/ electrical engineering from recognized institution
20.	JOA (IT)	10+2 with diploma in computer application with desirable knowledge of tally.
21.	JR DRAUGHTSMAN	10+2 or its equivalent from recognized board/university. At least two years certificate course in trade of draughts man ship or its equivalent from an ITI.
22.	Legal Asst.	Graduate in Law
23.	MBA HR	MBA in HR from recognized university & relevant HR experience preferably in Govt./Semi Govt/Boards/Corporation etc.
24.	Office Asstt. cum DEO	10+2 with one-year computer diploma from recognized institute. Knowledge of Hindi & English typing on computer
25.	Part time Sweeper	Middle
26.	PERSONNEL OFFICER	Post Graduate in any stream with relevant experience of Projects
27.	PLUMBER	10+2 with ITI in plumbing trade from recognized ITI
28.	SANITARY SUPERVISOR	Diploma in Sanitation/Environmental Management/Health sanitary Inspector
29.	SECURITY GUARD	Matric with good physic and knowledge of relevant field & knowledge of customs, manners and dialects of Himachal Pradesh.
30.	SURVEYOR	10+2 with ITI/ Diploma in draftsman/Surveyor
31.	WORK INSPECTOR/SUPERVISOR	10+2 with relevant experience of work management and knowledge of relevant field, customs, manners and dialects of Himachal Pradesh.
32.	Staff Nurse	10+2 preferably with science from a recognized board of school education, Qualified 'A' grade diploma in GNM or BSc Nursing
33.	Radiographer	10+2 preferably with science from a recognized board of school education, BSc. Medical Technology (Radiography & Imaging/Radio Diagnosis & Radiotherapy/X-Ray, Must registered with Himachal Pradesh Para Medical council Shimla.
34.	Medical Lab Tech.	10+2 preferably with science from a recognized board of school education, BSc. Medical Laboratory Technology & Must registered with Himachal Pradesh Para Medical council Shimla.
35.	Pharmacist	10+2 preferably with science from a recognized board of school education, Diploma in Pharmacy & Must registered with Pharmacy Council of the concerned State Government.
36.	LAW/LEGAL OFFICER	MA-LLB having an experience of working with district courts/govt.

REQUEST FOR EMPANELMENT (RFE)

		legal department for 5 years working
37.	Sanitization and Housekeeping personnel	As per HP Govt. Rules
38.	Plumber / Carpenter / Raj Mistri (mason)	As per HP Govt. Rules
39.	Technician for Repair of Electrical and Electronics equipment like repair of AC/ Refrigerator/ TV/ Microwave oven/ Washing machines / Genset / Invertor and stabilizer / Electric repairs etc.	As per HP Govt. Rules

Note: Any other category/ post(s) not mentioned in Annexure-A will also be a part of this tender & as and when required manpower will also be provided under this tender.

Latest instructions for bidders:

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- IV. The beneficial owner for the purpose of (III) above will be as under:
 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation—

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

REQUEST FOR EMPANELMENT (RFE)

3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

The Bidder has to provide following declarations (duly signed and stamped):

Declaration 1 of Latest instructions to bidders

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such a country and is eligible to be considered."

Declaration 2 of Latest instructions to bidders

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]

Declaration 3 of Latest instructions to bidders

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder

REQUEST FOR EMPANELMENT (RFE)

fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached"

In case bidder is Himachal based company/ firm/ entity then the bidder should submit a self-declaration certificate regarding above mentioned Declaration 1, 2 and 3.

Note: Interested bidder may refer to Office Memorandum (F. No. 6/18/2019-PPD) dated 23.07.2020 of Department of Expenditure, Ministry of Finance, Govt. of India for further details and all the requirement will be in accordance with this memorandum.

Annexure-C

Declaration on working in HP Govt through HPSEDC only

Date: dd/mm/yyyy

To

Managing Director
Himachal Pradesh State Electronics Development Corporation Limited,
First Floor, IT Bhawan, Mehli, Shimla-171013

Sir,

This is to certify that the we, M/s _____ confirm the following:

1. That once empanelled with HPSEDC, we will only provide manpower / services in any department/agency of Govt. of Himachal Pradesh through HPSEDC only.
2. We will not get into any manpower / services (services mentioned under this RFE document) business directly with any of the agency / department of Govt of HP.
3. *We understand that in case, we supply the manpower / services (services mentioned under this RFE document) directly to any agency / department of Govt. of HP, then HPSEDC has all rights to terminate our empanelment with immediate effect and transfer our work to other empanelled agencies/ vendors including forfeiting our security amount.*

I further certify that I am competent officer in my company to make this declaration .

Yours Sincerely,

Authorized Signatory (with official seal)

Name :
Designation :
Address :
Telephone& Fax :
E-mail address :

General Manager (Technical)

22. INSTRUCTIONS TO BIDDERS FOR ELECTRONIC TENDERING SYSTEM

22.1 Registration of bidders on e-Procurement Portal: -

All the bidders intending to participate in the tender processed online are required to get registered on the centralized e - Procurement Portal i.e., <https://www.hptenders.gov.in>. Please visit this website for more details. In case of any problem in registration, please contact on toll free No. 1800-3070-2232.

22.2 Obtaining a Digital Certificate:

22.2.1 The Bids submitted online should be encrypted and signed electronically with a Digital Certificate to establish the identity of the bidder bidding online. These Digital Certificates are issued by an Approved Certifying Authority, by the Controller of Certifying Authorities, Government of India.

22.2.2 The bidders may obtain Class-II or III digital signature certificate from any Certifying Authority or Sub-certifying Authority authorized by the Controller of Certifying Authorities or may obtain information and application format and documents required for the issue of digital certificate from:

22.2.3 Bid for a particular tender must be submitted online using the digital certificate (Encryption & Signing), which is used to encrypt and sign the data during of bid preparation stage. In case, during the process of a particular tender, the user loses his digital certificate (due to virus attack, hardware problem, operating system or any other problem) he will not be able to submit the bid online. Hence, the users are advised to keep a backup of the certificate and keep the copies at safe place under proper security (for its use in case of emergencies).

22.2.4 In case of online tendering, if the digital certificate issued to the authorized user of a firm is used for signing and submitting a bid, it will be considered equivalent to a no objection certificate/power of attorney /lawful authorization to that User. The firm must authorize a specific individual through an authorization certificate signed by all partners to use the digital certificate as per Indian Information Technology Act 2000.

Unless the certificates are revoked, it will be assumed to represent adequate authority of the user to bid on behalf of the company/firm in the department tenders as per Information Technology Act 2000. The digital signature of this authorized user will be binding on the firm.

22.2.5 In case of any change in the authorization, it shall be the responsibility of management/ partners of the company/firm to inform the certifying authority about the change and to obtain the digital signatures of the new person / user on behalf of the firm / company. The procedure for application of a digital certificate however will remain the same for the new user.

22.2.6 The same procedure holds true for the authorized users in a private/public limited company. In this case, the authorization certificate will have to be signed by the directors of the company.

22.2.7 Pre-requisites for online bidding:

In order to bid online on the portal <https://www.hptenders.gov.in>, the user machine must be updated with the latest Java & DC setup. The link for downloading latest java applet & DC setup are available on the Home page of the e-tendering Portal.

22.3 Online Viewing of Detailed Notice Inviting Tenders (N.I.T.):

The bidders can view the detailed N.I.T and the time schedule (Key Dates) for all the tenders floated through the single portal e-Procurement system on the Home Page at <https://www.hptenders.gov.in>

22.4 Download of Tender Documents:

The tender documents can be downloaded free of cost from the e-Procurement portal <https://www.hptenders.gov.in> and www.hpsedc.gov.in.

22.5 Key Dates:

The bidders are strictly advised to follow dates and times as indicated in the online Notice Inviting Tenders. The date and time shall be binding on all bidders. All online activities are time tracked and the system enforces time locks that ensure that no activity or transaction can take place outside the start and end dates and the time of the stage as defined in the online Notice Inviting Tenders.

22.6 Bid Preparation (Qualification & Financial)

22.6.1 Payment of Tender Document Fee & EMD of online Bids: The payment for Tender document fee and EMD can be made as mentioned in Section 3, at Sr. No. 1 and 2 of the Table.

22.6.2 The bidders shall upload their eligibility and technical offer containing documents, qualifying criteria, technical specifications, schedule of deliveries, and all other terms and conditions except the rates (price bid).

22.6.3 The bidders shall quote the prices in price bid format only.

22.6.4 If bidder fails to complete the Online Bid Preparation at Submission stage on the stipulated date and time, his/hers bid will be considered as bid not submitted, and hence not appear during tender opening stage.

22.6.5 Bidders participating in online tenders shall check the validity of his/her Digital Signature Certificate before participating in the online Tenders at the portal <https://www.hptenders.gov.in>.

22.6.6 For help manual please refer to the 'Home Page' of the e-Procurement website at <https://www.hptenders.gov.in>, and click on the available link 'How to ...?' to download the file.

22.6.7 Post registration, bidder shall proceed for bidding by using both his digital certificates (one each for encryption and signing). Bidder shall proceed to select the tender he is interested in.

NB: Any changes/corrigendum/revised tender related to this Tender Document will be published on our website www.hpsedc.in and <https://hptenders.gov.in>. Therefore, prospective bidders are requested to see the updates on these websites regularly.