

H.P. STATE ELECTRONICS DEVELOPMENT CORPORATION LTD.  
(A Unit of H.P. Government Undertaking)



**e-Tender  
for  
Selection of service provider for data entry & scanning in  
respect of registered workers on e-registration portal of the  
board**

E-Tender No: HPSEDC/BOCW/2K24-5553

H.P. STATE ELECTRONICS DEVELOPMENT CORPORATION LTD.,  
1<sup>st</sup> FLOOR, I.T BHAWAN, MEHLI, SHIMLA-171013, H.P.  
Tel. Nos.: 0177-2623259, 2623043, 2623513 (Telefax): 0177-2626320.  
Email: [procurement@hpsedc.in](mailto:procurement@hpsedc.in)

Website: [www.hpsedc.in](http://www.hpsedc.in), tender document can also be downloaded from  
<https://hptenders.gov.in>

01-08-2024

## Terms of Reference

### For

Selection of service provider for data entry in respect of registered workers on e-registration portal of the board along with upload of scanned copies of documents available with the registration form like photo, Aadhar card, service certificate and bank passbook copy etc, at concerned district/zone level office of the Labour Officer in the state of Himachal Pradesh.

### Part-A

#### 1. Introduction and Background:

##### About the Building & Other Construction Workers

The HP Building & Other Construction Workers Welfare Board has been constituted by the Government of Himachal Pradesh vide Notification No. Shram (A) 4-6/2007-BOCW-PtI(L) dated 2nd March, 2009 under the provision of Section 18 (1) of the Building and other Construction Workers (RE &CS) Act, 1996. The mandate of board is to provide various incentives through welfare schemes to the registered construction workers.

#### SCHEDULE OF THE TENDER PROCESS:

S. No.	Information	Details
1.	RFP No. and Date	No: HPSEDC/BOCW/2K24-5553 Date: 01/08/2024
2.	Pre-Bid Meeting	Pre-Bid meeting will be held on 09/08/2024 at 11:30AM through video conference. Video call link: <a href="https://meet.google.com/mju-wxpj-tov">https://meet.google.com/mju-wxpj-tov</a>
3.	Price of Tender Document	Rs. 1000/-
4.	Earnest Money Deposit	Rs.50,000/-
5.	Bid validity period	180 days from the last date (deadline) for submission of e-Tenders.
6.	Bid submission start date	14/08/2024, (11:00 AM)
7.	Bid submission End date	27/08/2024 (02:30 PM)
8.	Opening of e-Tenders Bids	28/08/2024 (02:30 PM)
9.	Tender Download Site	<a href="http://www.hpsedc.in">www.hpsedc.in</a> & <a href="https://hptenders.gov.in">https://hptenders.gov.in</a>
10.	Venue	H.P. State Electronics Development Corporation Ltd., 1 <sup>st</sup> Floor, I.T. Bhawan, Mehli, Shimla-171013, H.P.

(i) Eligibility-cum-Technical Bids shall be opened initially and eligibility documents will be evaluated.

(ii) Thereafter Technical Bids of Eligible Bidders shall be evaluated.

(iii) Commercial Bids of Eligible and Technically qualified bidders will be opened thereafter.

**\*\* Any corrigendum, modifications, changes related to this tender before the day of bid submission shall be notified on website [www.hpsedc.in](http://www.hpsedc.in) or <https://hptenders.gov.in> only.**

Notwithstanding anything else contained to the contrary in this Tender Document, the Managing Director, H.P. State Electronics Development Corporation Ltd., Shimla reserves the right to cancel/withdraw/ modify fully or partially the “Invitation for Bids” or to reject one or more of the bids without assigning any reason and shall bear no liability whatsoever consequent upon such a decision.

## 2. SCOPE OF WORK:-

Data entry in respect of registered workers on e-registration portal of the board along with uploading of scanned copies of documents available with the registration form like photo, Aadhar card, service certificate and bank passbook copy etc. at concerned district/zone level office of the Labour Officer in the state of Himachal Pradesh.

The estimated district wise data to be entered/ uploaded on e-portal district wise is as below:-

Sr. No.	District/Zone	Nos. of Regd Workers
1.	Baddi	6314
2.	Sub-office Nalagarh	264
3.	Bilaspur	39794
4.	Chamba	26632
5.	Sub-office Dalhousie	1033
6.	Hamirpur	68086
7.	Kangra	20154
8.	Sub-office Nurpur	428
9.	Sub-office Palampur	8554
10.	Sub-office Dehra	855
11.	Kinnaur	9651
12.	Kullu	26645
13.	Mandi	75146
14.	Sub-office Thunag	1678
15.	Sub-office Joginder Nagar	448
16.	Sub-office Sarkaghat	505
17.	Sub-office Sunder Nagar	456
18.	Rampur	10107
19.	Sub-office Rohru	NIL
20.	Shimla	7358
21.	Theog	34
22.	Sirmour	9974
23.	Sub-office Paonta Sahib	264
24.	Solan	7292
25.	Sub-office Parwanoo	NIL
26.	Una	22998
	<b>Total</b>	<b>3,44,670</b>

**Note:-** Above data is as on 31.01.2024, and likely to increase/decrease till finalization of this tender process.

The document should be scanned and upload are as under:

1. Photo
2. Date of Birth Proof
3. Service Certificate/ Employment Certificate
4. Bank Passbook Copy

## 5. Parivar Register Nakal

There is 26 field with dropdown and date picker & approx. 200 characters available in e-Kamgar Portal for data entry.

### 3. ELIGIBILITY CONDITIONS FOR TENDERERS:-

3.1 The following minimum conditions have to be met by the tenderers participating in the tender and they must submit the documentary evidence in support of these requirements:-

- a) The tenderer should be a registered Society/ Company/Firm having experience of running computer Institutes for imparting training and having valid franchise of duly registered Company engaged in imparting Computer Education at National/ State Level.

**OR**

The tenderer should have an experience of providing manpower OR Data Entry Work in Govt. Deptts/Organisation for job of similar nature in the last three years (Proof of at least one such award order/ work for each year required to be attached).

- b) The tenderer should have registered office in Himachal Pradesh. (Proof to be attached)
- c) The tenderer should have valid PAN/ TAN/Labour Licence in the Name of Firm, GST Registration Number (copies to be attached).
- d) The tenderer shall submit a declaration that he is not black listed by any State or Agency (Self certificate is to be provided).
- e) The tender documents are non-transferable ie only those firms can submit the tenders who have obtained the tender documents in their name.

3.2 Each tenderer shall submit only one tender for the entire scope of work. A tenderer who submits more than one tender or part tender, his second and other tenders will be treated as non-responsive and shall be rejected. Only the tender received first shall be considered.

3.3 A prospective tenderer requiring any clarification of the tender documents may notify HPSEDC in the prescribed proforma as detailed in Sr. No. C hereinabove. Thereafter no clarifications shall be entertained.

#### NOTE:

1. **The rates discovered through this tender would be considered in HPSEDC Rate Contract valid for one year from the date of issuance of award letter to L1 bidder.**
2. **The security and safety of physical documents and time bound execution of the work as per the document needs to be ensured by the service provider. Failing to this relevant clause pertaining to penalty shall be initiated.**

#### 4. PLACE AND PERIOD OF SERVICE CONTRACT

The Service Contract is exclusively for the data entry work in respect of already registered construction workers of the board on e-kamgar portal (or any other online portal as will be provided) through skilled data entry operator and necessary infrastructure like Computers, Laptops, wi-fi, internet, scanning machines etc at the level of District Zone Labour Officer and

Labour Inspector at Hamirpur, and the entire exercise shall have to be completed within a **period of 6 months** from signing of agreement.

## **5. SERVICE CONTRACT SCHEDULE**

The entire scope of SERVICE CONTRACT shall be effective from the date of signing the agreement

## **6. VALIDITY OF OFFER**

The offer of the Tenderers / Bid shall remain valid for acceptance for a period of 180 days from the date of opening of proposals received in response to tender notice.

## **7. DOCUMENTS COMPRISING THE TENDER**

The Tender submitted by the Tenderer shall comprise

- a) Earnest Money Deposit in a separate cover marked Earnest Money Deposit
- b) Undertaking that the tender shall remain valid for the period of 180 days from date of opening of proposals received in response to tender notice
- c) Details and document proof of work performed as Service Contract Provider (in the same name and style) of a similar nature and volume
- d) Details of company's support infrastructure.
- e) Any other information/documents required to be completed and submitted by tenderers,
- f) A declaration that the information he has furnished in the tender document is correct to the best of his knowledge and belief.
- g) Form I & II Technical Bid and Experience / Eligibility Criteria Form respectively.
- h) Form-III, Compliance sheet.
- i) Form-IV, Financial Bid

## **9 PAYMENT TERMS**

9.1 The payments will be released in after HPSEDC receives duly signed and stamped documents from the End user department along with satisfactory certificate.

9.2 TDS will be deducted as per Income Tax Act/Laws

## **12. SERVICE LEVEL OF AGREEMENT (SLA)**

In case the service provider agency fails to complete the work within the stipulated time period, a penalty of 4% for 1 month of delay, 8% for 2 months of delay and 10% for 3 months of delay, in respect of the value of work not completed shall be made from the final bill.

## **13. CHANGE OF QUANTITY/CONTRACT PRICE**

13.1 During the execution of the contract. HP Building & Other Construction Workers Welfare Board/HPSEDC reserves the right to increase or decrease the number of registered workers whose data to be uploaded on the portal, under the service contract without any change in unit price and other terms and conditions.

13.2 The bid rate shall remain FIRM during the currency of the contract.

#### **15. SUB-CONTRACT.**

The tenderer shall not sublet, transfer or assign any part of this service contract.

#### **16. ARBITRATION & CONCILIATION ACT**

16.1 Except where otherwise provided in the contract, all questions and disputes arising out of or relating to the contract shall be referred to the arbitrator appointed by Additional Chief Pr. Secretary (Lab. & Emp.) to the Government of H.P. under the provisions of the Arbitration and Conciliation Act, 1996.

16.2 Subject to the provisions of the contract to the contrary as aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the Rules made there under and for the time being in force shall apply to all arbitration proceedings under this clause.

16.3 All disputes or differences shall be settled in accordance with the provisions of the Arbitration and Conciliation Act, 1996, or any Statutory modifications. The venue of Arbitration shall be Shimla. The Courts of Shimla shall have exclusive jurisdiction.

#### **17. TERMINATION OF CONTRACT**

17.1 In case unsatisfactory service by contractor is reported. H.P Building & Other Construction Workers Welfare Board/HPSEDC reserves the right to terminate the Service Contract after giving one month advance notice. The Earnest Money Deposit /Performance Security deposit in that case shall be forfeited Any payment due, in case of non-satisfactory services shall also not be paid irrespective of the provisions in the contract elsewhere.

17.2 The SERVICE CONTRACT can be terminated by Secretary-cum-CEO of H.P. Building & Other Construction Workers Welfare Board/HPSEDC at any time before the expiry of the contract period by giving one month advance notice.

17.3 Even though the tenderers meet the required qualifying criteria, they are subject to disqualification if they have:

- a) Made misleading or false representations in the forms, statements, affidavits and attachments submitted in proof of the qualifications requirements and/or
- b) Record of poor performance such as non-attending the work, abandoning the works, not properly completing the contract, inordinate delays in completion. Litigation history, or financial failure etc.

17.4 The H.P. Building & Other Construction Workers Welfare Board/HPSEDC further reserves the right to cancel or terminate the SERVICE CONTRACT in part or full by giving one month advance notice if,

- a) The Tenderer fails to comply with any of the terms & conditions,
- b) The Tenderer becomes bankrupt or goes into liquidation,

c) Any receiver is appointed for the property owned by the Tenderer

## 18. INCOME TAX LIABILITY

HP Building & Other Construction Workers Welfare Board/HPSEDC shall not bear any Income Tax liability arising on the Service Provider

## 19. GST

The GST as applicable as per notifications of GOI from time to time shall be applicable during the currency of the contract and shall be paid accordingly The Tenderer has to provide GST number in their tender

## 20. OTHER TERMS AND CONDITIONS

1. Keeping in view the exigency of work, the selected service provider will have to start the work within seven days from the award of work.
2. The Service Provider will have to execute an agreement with the undersigned before starting the job work.
3. The data entry work will have to be completed within 6 months as per the satisfaction of the Board from the award of work/job. However, the contract period is extendable on the basis of reasons to be recorded in writing.
4. The job work shall be supervised by the officials of this office and concerned Labour Office.
5. The Himachal Pradesh Building and Other Construction Workers Welfare Board/HPSEDC reserves the right to reject any or all the bids without assigning any reason.
6. The Service Provider Agency shall have to bring their own electronic devices and peripheral like Computer, Scanners, internet connectivity etc. for data entry work. The board will not provide any kind of devices and peripherals.
7. It shall be the responsibility of the Service Provider to ensure timely payment of wages & related payments to its employees and all legal liabilities towards its employees shall be borne by the Service Provider agency itself.
8. The Himachal Pradesh Building and Other Construction Workers Welfare Board reserves the rights to cancel the contract at any stage without assigning any reason, by giving one month notice.
9. Tenders not conforming to the conditions in this document will be summarily rejected and no correspondence thereon shall be entertained whatsoever.

The Queries must be submitted in the following format only:

<b>Request for Clarification</b>		
Name of Address of the organization submitting request	Name and position of person submitting request	Contact Details of the organization/ authorized representative Managing Director, Himachal Pradesh State Electronics Development Corporation, 1 <sup>st</sup> Floor, IT Bhawan, Mehli, Shimla-171013. Ph. No. 0177-2623513 Email: procurement@hpsedc.in

Sr. No.	Tender Reference (s) (Selection, Page)	Content of Tender requiring clarification	Points of clarification required
1			
2			

**Form No. I**

**TECHNICAL BID**

Name of Firm/Company	
Address of Registered Office	
Type of Organization (Please tick)	Limited Company/Private Ltd. Company/Partnership Firm/ Sole Proprietorship concern/ Society
Registration No.	
Registration Authority	
Name of \Managing Director/Managing Partner/Proprietor	
Contact Nos.	
Fax No.	
E-mail id	
Website	
Addresses of Offices in Himachal Pradesh with name of contact persons and contact nos. (please use separate sheet if so required)	
Core Business of the Company/ Firm	
Year of establishment	
Total manpower employed by the company/Firm as on date	
Annual Gross Turnover during 3 years: 2020-21 2021-22 2022-23 Certificate issued by the C.A. (Chartered Accountant) be attached.	
Annual Turnover from manpower outsourcing/ DEO's 2020-21 2021-22 2022-23 Certificate issued by the C.A. (Chartered Accountant) be attached.	
PAN No. of the Firm	
GST Registration No.	
EPF Registration No.	
ESI Registration No.	
What methodology you generally opt for recruitment of manpower	
Any other relevant information, you wish to furnish.	



**Form No. II**

Sr. No.	Name of Office/ Firm (complete address) to which manpower supplied	Order No. & date	Brief description of Work	Total manpower supplied for Entry Work	Year in which manpower supplied	Remarks	Whether documentary proof attached

**Form No. III****Compliance Sheet**

Sr. No.	Item/ Certificate/Proof Required	Clause/ Condition No.	Attached	
			Yes	No
1.	Whether forwarding letter duly signed by the authorized person is attached?			
2.	Whether Account Payee Bank Draft or duly pledged Fixed Deposit Receipt of Earnest Money Deposit is attached?			
3.	Whether undertaking for bid validity is attached			
4.	Whether Copy of PAN Card is attached			
5.	Whether Copy of GST registration is attached			
6.	Whether Copy of EPF registration is attached			
7.	Whether declaration with regard to not being black listed is attached			
8.	Whether proof of experience of providing manpower OR Data Entry Work in Govt. Deptts./ Organisation in the last three years is attached ?			
9.	Whether proof of turnover for the three years from Manpower outsourcing /Data Entry with copy of			

	TDS & CA certificates attached?			
10.	Whether undertaking regarding acceptance of all terms and conditions of tender document is attached?			
11.	Whether details of firms infrastructure attached?			
12.	Whether declaration with regard to the correctness of tender filed by the tenderer attached?			

**Form No. IV**

**(Financial Bid)**

**Price Schedule**

<b>Description</b>	<b>Unit Rate in respect of each worker</b>	<b>GST</b>	<b>Total Bid Rate</b>
<b>1</b>	<b>2</b>	<b>3</b>	<b>4(2+3)</b>
Unit Rate for scanning, data entry and upload of scanned documents online on e-kamgar portal of the Board per registered worker			

**GST will be @\_\_\_\_\_ %**

In addition to the Service Level Agreement (SLA) the following additional terms and conditions will also apply in SLA:

1. Any bid submitted without EMD or with a lesser EMD amount, as indicated above may be rejected for being non-responsive.
2. EMD is not relaxed in this bid. However, on completion of the bid process, the EMD of the successful bidder will be retained and the EMD of other bidders will be released in due course of time.
3. In case, any bidder withdraws their bid after the opening of commercial bids, the EMD of that particular bidder will be forfeited and action will be initiated as per Terms and conditions.
4. EMD will be refunded only after the completion of the project.
5. In case the bidder fails to complete the assigned work, the following legal action will be initiated against the Service Provider:
  - a. Forfeiture of EMD and PBG @3% of the total work order.
  - b. Action will be initiated as per Terms and conditions.
  - c. Bidder will be blacklisted accordingly.
6. Service Provider will not sublet the work assigned at or any phase during the contract period. If such case comes to the notice of the department, actions will be initiated accordingly.
7. The service provider will submit work bill(s) along with satisfactory reports from the end user department clearly showing that the scanned documents have been duly reconciled/ quality checked by the end-user department. The bidder has to submit a certificate in this regard duly signed and stamped by the end-user department.
8. After completion of work, the agency will remain empanelled with HPSEDC. As per terms and conditions, the purchaser also reserves the right to increase/ decrease the ordered quantity during the currency of the contract at the contracted rates. Bidder(s) will be bound to accept the orders accordingly.
9. In this bid preference will be given to the Himachal Based Agencies
10. An opportunity will be given to Himachal-based agencies to match the L1 rates.
11. At least 2-3 agencies will be empaneled after matching the L1 rates. so that work may be distributed evenly and completed timely.
12. L1 agencies will sign an agreement with HPSEDC separately.
13. **Location for Scanning:** Anywhere in Himachal Pradesh. Scanning is to be done in various locations in Himachal Pradesh. At one point in time work can be assigned at multiple locations.
14. **Deputed staff by Service Provider:**
  - a. Service Provider will be the principal employer for all the workers, labourers, outsourced persons, and such persons shall not have any right to claim, any right of employment or contract with the Buyer/ HPSEDC.
  - b. Service Provider will be responsible to comply with all the Acts, Rules and Regulations framed by the Government of India or state Government to the

work and employees. Service Provider alone shall be the principal employer of all the employees engaged by them and shall comply with all labour laws including minimum wages, gratuity, EPF, ESI etc. whichever is applicable. Buyer shall not be responsible for the terms and conditions of Act, Rules and Provisions of employment laws of the staff deployed by Service Provider for this project.

- c. Service Provider should submit copy of the salary register clearly showing that the Service Provider has released the wages to the deputed staff on monthly basis by the 15<sup>th</sup> of every month. If the Service Provider fails to submit the same, due payment of the service provider will stand withheld and penalty to the tune of Rs. 100/- per day per person will be levied. The penalty will be recovered from the due payment of the Service Provider or from EMD and PBG.

The following clauses are incorporated in the bid:

- a. Pre-Scanning:
  - i All required hardware pertaining to scanning & digitization will be provided by the bidder. Only Space and Electricity will be provided by the department
  - ii Document Collection
  - iii Document Preparation/Repair.
  - iv Unbind and bind the documents
  - v Quality Check/ reconciliation of data.
- b. Scanning:
  - i Scanning of Records in PDF format of A4/ Legal/ A3 size papers
  - ii Quality check of Scanned Images
  - iii Document Handover
  - iv Metadata Entry Table of Contents Indexing
  - v Scanned document should be visible and Output should be colour
  - vi File size should not be more than 20MB.
- c. Post Scanning
  - i Final Output Delivery to the department & to be uploaded in e-office software.
- d. Document Management System (DMS) for concurrent 100 users to be provided by the bidder.
- e. Scanning Services Location: Throughout the State of Himachal Pradesh.